

SLIPS WITH LIFTS LLC
Boat Slip Agreement and Rental

License Agreement

This License Agreement is made as of the _____ day of the month of _____, between SLIPS WITH LIFTS LLC (“Licensor”, “Management”) and _____ with an address of _____ (“Licensee”, “User”).

WHEREAS, SLIPS WITH LIFTS LLC is the owner of the boat slip and is a member of the Crimson Harbour Marina.

WHEREAS, Licensee is the owner of the vessel, more particularly described in Exhibit A, and desires to lease the boat slip from Licensor and Licensor is willing to lease a boat slip to Licensee pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Licensor hereby grants to Licensee the exclusive right and privilege to the use of Boat Slip _____ (“Boat Slip”) commencing on the _____ day of _____ and continuing for a period of _____ months until the last day of _____.
2. Consideration. For and in consideration of said license, Licensee shall pay to Licensor the annual sum of \$ _____ plus 8.5% Sales Tax \$ _____ = \$ _____ or pay monthly \$ _____ plus 8.5% Sales Tax \$ _____ = \$ _____ for the twelve month term of the agreement. All payments are due on the first of the month and late after the 5th day of the month and will then be subject to a \$10.00 per day late fee. Late fees may be deducted from the Security Deposit. The Security Deposit should be refreshed within 10 business days.

In addition, a security deposit of \$ _____ is due at the time of signing. The security deposit will be equal to the amount of the monthly rent. The deposit will be returned within 30 days of the end of the agreement upon a satisfactory

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inspection of the boat slip and boat lift to ensure proper functioning condition. The deposit cannot be used for the last month's lease payment. Licensee can also purchase a remote control, if available, for the boat lift for \$100.00 and Licensor agrees to purchase the remote control at the end of the lease for \$50.00 assuming successful operation of the remote control.

3. Use. Licensee shall use the Boat Slip facilities in accordance with this License Agreement and the Rules and Regulations of the boat slip, as amended from time to time by Licensor in its sole discretion, which are attached hereto and made part of this License Agreement.
4. Liability Insurance. Licensee must maintain liability insurance upon its vessel in the minimum amount of \$300,000.00 and supply a valid insurance certificate to Licensor prior to occupying the Boat Slip. Licensee shall provide insurance for oil spill and pollution and shall be held fully and personally responsible for any spill and/or pollution caused by its vessel and/or actions.
5. Indemnification. Licensee shall indemnify, defend, and hold the Licensor harmless from any costs, expenses, damages, and against all claims, demands, loss, damage liability lawsuits, causes of action, including judgments and attorney fees for damage to property or injury to Licensee and/or third parties resulting from Licensee's use of the Boat and the Boat Slip.
6. No Assignment. Licensee shall not assign its rights under this License Agreement unless approved specifically in writing by Licensor prior to the assignment. License is not permitted to sublet the Boat Slip without the specific written permission of the Licensor.
7. Termination. Any breach or failure on the part of the Licensee to fulfill any part of this License Agreement and the Rules and Regulation shall give Licensor the privilege of canceling this License without prior notice to the Licensee. If Licensor terminates this License Agreement due to breach or failure of Licensee, all prepaid consideration shall be forfeited by Licensee and shall not be refunded. Licensee is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of this License Agreement. If Licensee fails to remove in a timely manner its vessel and/or equipment from the Boat Slip at the termination of this License Agreement, Licensor shall have the following options: (i) Charging Licensee three times the daily consideration

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on a pro rated basis for the Boat Slip occupied; (ii) taking possession of the vessel (to include removal of vessel from the water) and/or equipment and locking it to the space provided; (iii) moving and/or hauling the vessel and/or equipment to another location on either land or water; and/or (iv) pursuing any other remedy available under State and/or Federal law.

8. **Attorney's Fees and Costs of Suit.** In the event it becomes necessary for Licensor to retain the services of an attorney to enforce any provision of this License Agreement, the Licensee agrees to pay all attorney fees and the costs of any suit.
9. **Completeness.** This License Agreement and Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further agreements or understandings, either written or oral, in effect between the parties. This License Agreement may be amended or modified only by an instrument of equal formality and in writing signed by both parties. The Rules and Regulation can be amended from time to time, in writing, by Licensor, in its sole and absolute discretion.
10. **Risk of Loss.** During the term of this License Agreement, Licensee shall be responsible for any and all loss or damage to Licensee's property, by fire or other casualty, or from any other cause or circumstance that may occur, including acts of Nature.
11. **Non-Liability of Licensor.** It is expressly agreed and understood by and between the parties to this License Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person(s) in include the carelessness, negligence or improper conduct of Licensor and/or its equipment. All work that is for normal maintenance on the boat lift shall be the responsibility of the Licensor, and any expenses needed to repair damages to the lift are at the expense of the Licensee.
12. **Operations.** Licensee is responsible for any adjustments to the Boat Lift required to ensure that the Licensee's vessel is property situated on the lift. Licensor does not warrant or recommend the use of any contractor.
13. **Additional Terms.** Licensor retains the right, at any time during the lease term, to move Licensee's vessel to another boat dock/slip within sixty (60) yards of the

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original boat slip, and agrees to reimburse the Licensee the reasonable cost of any move or modifications to the Boat Slip as needed.

14. Additional Terms. Licensor reserves the right to terminate Licensee's rights under this License Agreement at any time and without cause. In the event of such termination, Licensee shall promptly remove the vessel from the Boat Slip. In such event, Licensor will refund any prepaid rental consideration for the Boat Slip, pro rated on a daily basis.
15. Vessel. Licensee is responsible for checking the size of the Boat to ensure that it will fit within the parameters of the Boat Lift.
16. Waste. No refuse, whether biodegradable or not, shall be thrown into the water, including by-products of cleaned catch. No hazardous waste or environmentally objectionable substances, including petroleum products, cleaning agents, untreated sewage or non-biodegradable substances shall be released onto or around the Boat Slip or marina or adjacent waters. Licensee shall indemnify and hold harmless the Licensor for any damage, expense, or liability for failure to so comply.
17. Pets. All pets shall be leashed at all times, including those of Licensee's guests. Licensor is not responsible for pets. Licensee is responsible for proper pet clean up.
18. Swimming, diving, fishing is not permitted from the docks, slips, or seawall.
19. No grills may be used on the Boat Slip property, including docks or on boats at the docks.
20. Licensor makes no warranties or representations regarding security at or near the Boat Slip and marina in general.
21. Licensee shall comply with all applicable laws, rules, and regulations of federal, state, and local authorities, including the United State Coast Guard. Licensee, Licensee's family, guests, employees, and agents shall strictly comply with all laws, rules, and regulations contained in this License Agreement and concerning the protection of the environment. Licensee grants permission for Credit Report.

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22. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ALL CHARGES MUST BE PAID IN FULL BEFORE THE BOAT WILL BE PERMITTED TO LEAVE THE BOAT SLIP. TO SECURE PAYMENT OF ALL FEES AND RENT PAYMENTS, THE LICENSEE GRANTS THE LICENSOR A LIEN UPON THE BOAT, MOTOR, AND OTHER ACCESSORIES AND EQUIPMENT. IN THE EVENT THAT ANY FEE IS NOT PAID IN A TIMELY MANNER, THE LICENSOR WILL CHARGE A LATE FEE OF \$50.00 PER DAY. RENT IS LATE AFTER THE FIRST (1ST) DAY OF EACH MONTH. RENT IS PAYABLE TO "SLIPS WITH LIFTS LLC; PO BOX 3727, SEMINOLE, FL 33775". IN THE EVENT THAT ANY FEE IS NOT PAID AFTER THE TENTH (10TH) DAY OF THE MONTH, THE LICENSEE AGREES THAT THE LICENSOR MAY SELL THE BOAT AFTER NOTICE AT A NON-JUDICIAL SALE IN ACCORDANCE WITH FL STATUTES 328.17 TO SATISFY SUCH CHARGES. IN THE EVENT ANY COLLECTION PROCEDURES OR LEGAL ACTION IS REQUIRED TO COLLECT ANY SUMS DUE UNDER THIS LICENSE AGREEMENT OR OTHERWISE, LICENSEE AGREES TO PAY ALL COSTS OF SALE AND/OR COLLECTION AND ATTORNEY FEES AND COSTS. THE SECURITY DEPOSIT INCLUDED HEREIN MAY BE USED BY LICENSOR AT ANY TIME FOR THE PAYMENT OF ANY DELINQUENT SUMS AFTER WHICH LICENSEE SHALL IMMEDIATELY RESTORE THE SECURITY DEPOSIT TO ITS ORIGINAL AMOUNT.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE PROVISIONS. I AGREE TO ABIDE BY THIS LICENSE AGREEMENT, THE RULES AND REGULATIONS, AND ALL POSTED POLICIES.

BOAT OWNER/LICENSEE: _____
PRINT NAME: _____
DATE: _____

ACCEPTED: SLIPS WITH LIFTS LLC
BY: _____
PRINT NAME: _____
DATE: _____

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VESSEL DESCRIPTION AND OWNER INFORMATION

Vessel Name:

Year:

Make:

Serial/Hull Number:

Length:

Fuel Type:

Drive:

Vessel Insurance Company:

Vessel HIN # or Reg No.:

Owner Full Name:

Owner DOB & SS#:

Owner Telephone:

Contact Email:

Emergency Contact Name and Phone:

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