

# Boone Lake Marina Inc.

## Agreement to Lease Boat Slip / Dry Storage

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This Lease Agreement is made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BOONE LAKE MARINA, INC (hereafter referred to as "Marina"), with a business address of 452 Sportsman Dock Road, Piney Flats, Tennessee 37686, and \_\_\_\_\_ (hereafter referred to "Boat Owner").

Marina leases to Boat Owner and Boat Owner hereby leases from Marina, that portion of Marina's property known to Marina as (select one) **1. Slip #** \_\_\_\_\_ **3. Storage #** \_\_\_\_\_, **4. PWC Slip #** \_\_\_\_\_

### 1. DESCRIPTION OF OWNER AND BOAT INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*\*\***(Required)**Registration number: \_\_\_\_\_

Year, Make, & Model of Boat: \_\_\_\_\_ Length: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone number: \_\_\_\_\_

\*\*\***(Required)** Do you have insurance on your Boat/PWC? Yes \_\_\_\_\_ No \_\_\_\_\_ Insurance must be in-force during full term of reservation.

Insurance Carrier: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone/Address \_\_\_\_\_

Authorized Users When Owner Not Present:

\_\_\_\_\_  
\_\_\_\_\_

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### 2. TERM, RENT AND FEES

Boat Owner shall pay Marina, for the use of the berthing space, together with provided utilities for \$ \_\_\_\_\_ / \_\_\_\_\_. This is payable in advance at the offices of Marina. The term of this lease is starting \_\_\_\_\_. This lease automatically renews each year following unless Boat Owner specifies a vacate date to Marina. Upon payment in full Boat Owner is agreeing to renew lease for an additional year. If more than 120 days past due, invoices for slip/storage rentals will be charged to card provided. All card transactions incur a 3.99% card fee. \_\_\_\_\_ Initial

In the event of late payment, a 1.5% finance charge will be applied for each month payment is late. If Boat Owner is 60 days past due on payment a Warning of Eviction Notice will be mailed. If payment in full is not received within 30 days of notice Boat Owner will be mailed an Eviction Notice at which point the Boat Owner will have 30 days to remove property and pay in full or legal action will be taken. Boat Owner will be liable for all fees associated with the legal action, including but not limited to certified letters, court fees, lawyer fees, etc. \_\_\_\_\_ Initial

This contract is only valid for above listed boat owner and boat. Boat owner is not permitted to lease or rent berthing space or find new tenant. If changes in boat information or ownership take place Boat Owner must inform Boone Lake Marina, Inc. **In the event Boat Owner prematurely vacates slip or storage, refunds are not given.** \_\_\_\_\_ Initial

Boat Owner acknowledges that they are required to carry their own insurance on boat/PWC at all times while berthed/stored with Boone Lake Marina. In the event of damage by another Boat Owner it is the sole responsibility of both parties to resolve the issue with their insurance, as Boone Lake Marina is not responsible for damages by other Boat Owners. \_\_\_\_\_ Initial

### 3. AMENDMENT OF TERMS AND CONDITIONS

Marina reserves the right to alter or amend the terms and conditions of this lease or the Marina Rules and Regulations attached hereto and incorporated into this contract as Exhibit 1 from time to time and the tenant agrees that notice is proper by the following:

- A) Written notice to Boat Owner; and/or
- B.) Prominent publication by notice on the Marina grounds.

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#### 4. BOAT/PWC OWNER'S LIABILITY; INDEMNITY OF MARINA

Boat Owner agrees to exercise due care in occupation of the leased berthing slip and to vacate the space in good condition, with the exception of wear and tear occasioned by normal use. Boat Owner shall indemnify and hold harmless Marina from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from or connected with Boat Owner's possession and use of the leased berthing space. Initial

Boone Lake Marina reserves the right to remove any Boat or PWC from BLM slips or storage if conditions of the unit are unsafe or a detriment to the environment. Boat/PWC Owner agrees to fix the problem immediately. If the unit is not repaired within 10 days of notice of problem, Boone Lake Marina holds the right to discontinue the reservation without a refund and owner must remove their unit immediately. If unit needs to be removed, Boone Lake Marina will charge accordingly for the removal.

#### 5. SECTION FIVE. LIMITATION OF MARINA'S LIABILITY

Boat Owner acknowledges that he has inspected the leased Slip or Storage and is satisfied that the berthing space is adequate for safe mooring of the Boat. This contract is not a bailment of the Boat Owner's boat but a lease of Berthing Space and Marina's liability is limited to supervision and maintenance of waterfront. No security is provided against theft or vandalism and no warranties are made to the Boat Owner. Marina's employees will make reasonable efforts to contact Boat Owner and notify him of dangerous conditions requiring Boat Owner's attention. Marina assumes no responsibility for tending mooring lines, retrieving boats that have drifted from slips and/or moving boats from the berths to which they are assigned. Initial

WITNESS our signatures the day and year first written above.

BOONE LAKE MARINA, INC:

BOAT / PWC OWNER

By:

\_\_\_\_\_

Date: \_\_\_\_\_