

WET SLIP APPLICATION
SAINT MARKS YACHT CLUB
36 Yacht club Lane
PO Box 114
St Marks, FL

TENANT INFORMATION

Name_____ Daytime Phone_____

Address_____ City_____ State_____

ZIP_____ Emergency Contact_____

VESSEL INFORMATION

Boat Name_____ MFG and Year built_____

Draft_____ Beam_____ LOA_____

INSURANCE INFORMATION

Ins. Company_____ Policy No._____ Exp Date_____

Liability Limit_____ Address_____

Phone_____.

SLIP INFORMATION

Monthly Rent_____ Security Deposit \$_____ Deposit Date_____

Power_____ Cable _____ Monthly Rate\$_____ Start Date_____

Pro rata amount\$_____ Total First Month\$_____.

By (Lessor)_____ (Lessee)_____ Date_____

SAINT MARKS YACHT CLUB
LEASE AGREEMENT FOR WET SLIP

STATE OF FLORIDA

COUNTY OF WAKULLA

This lease agreement is made and entered into this _____ day of _____, 20___. At St Marks FL., by and between Saint Marks Yacht Club (“SMYC”) being the Lessor and _____ who resides at _____ jointly referred to as the Lessee.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, docking space on Dock____, slip____ on a _____ term beginning _____,20__, at the rate of \$_____ per month including water, electricity and cable. The rent is to be paid in advance on the first day of each month. Termination of this lease requires a thirty-day notice.

This agreement is for the specific vessel listed on the SMYC Wet Slip Application . If Lessee desires to dock any other craft, written permission must be obtained from the SMYC Dock Master.

Lessee shall use the docks and adjacent facilities for reasonable and typical boating activities. Lessee shall keep the dock area clear of all gear, tackle and other obstructions. Lessee agrees not to discharge oil, trash or waste (including treated or untreated sewage from heads or holding tanks) in the harbor or docking area.

Lessee may perform maintenance upon his vessel while berthed in the SMYC Marina so long as no inconvenience is caused to other tenants. In general, lessee shall refrain from doing noisy or other obnoxious work that may be a nuisance to other tenants on weekends or holidays or other periods of high club activity.

Lessee agrees that unpaid rent and other charges accruing under this Agreement shall give Lessor an express lien upon Lessee’s vessel to secure payment. Lessee further agrees to pay attorney’s fees and other reasonable cost incurred by SMYC for the collection of any unpaid account due SMYC by Lessee.

Lessee agrees to maintain in force during the entire term of this lease, Hull, Indemnity and Liability insurance covering the Vessel in amounts equal to Hull value and Liability of not less that \$100,000. Lessee agrees to release and discharge Lessor from any and all

responsibility or liability for injury (including death), loss, or damage to persons or property in and in connection with Lessor's facilities or Marina. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees performing their assigned duties or vandalism, theft, fire, hail, high or low water, wind, collision, ice, rain or any other act of God.

Lessee shall deliver to Lessor duplicates of all keys required to access and operate his vessel. Lessor shall enter Lessee's vessel only for periodic inspection or in the event of emergency.

Lessor shall maintain his vessel in a safe, mechanically sound and seaworthy condition such that the vessel shall be fully capable of moving under its own power from the SMYC Marina upon short notice.

In an emergency situation, including imminent dangerous storm conditions, as determined solely by the designated SMYC Dock Master, Lessee shall if so requested; promptly remove his vessel from the SMYC Marina.

In an emergency situation, Lessor shall be permitted to move Lessee's vessel to a safer location provided however, that Lessor shall not be obligated to provide this service. In the event such service is provided, Lessee shall pay reasonable costs incurred. Lessee shall indemnify and hold Lessor harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's vessel due to an emergency situation.

SMYC reserves the right to terminate this agreement without cause upon 30 day written notice delivered to Lessee or with cause upon 10 written notice.

Lessee shall have no right to sublease, assign, or otherwise transfer this lease or any interest he may have to any other person except to another current SMYC member in good standing in accordance with SMYC By-Laws. Lessee will notify Lessor of any extended slip vacancy of one week or more. During such a vacancy, SMYC may at its sole discretion place another vessel in the slip on a temporary basis. Proceeds from such temporary placement shall accrue solely to SMYC.

Lessee shall be responsible for the proper mooring of his vessel and SMYC shall bear no responsibility therefore.

Lessee agrees to store dinghies and other property on his vessel or at places designated by the SMYC Dock Master so as to keep docks, piers and bulkheads clear from obstruction.

While in or around the SMYC Marina, Lessee will cause his vessel to be operated in a safe and seamanlike manor so as to cause no injury, damage or distress to persons or property.

Lessee will refrain from conducting any commercial activity from the SMYC Marina to include boat rental or charter parties without the express permission of the SMYC Board.

All lease payments are due and payable on the (1st) day of each month and become past due on the tenth (10th) day of the month. All past due accounts shall be assessed a late fee of \$10. Should an account become 30 days overdue, Lessor shall have the option of securing the vessel and filing a storage lien and/or terminating Lessee's lease and removing the Vessel from the SMYC Marina and securing it another facility where it may incur additional storage fees.

This agreement shall be construed under and in accordance the laws of the State of Florida. All obligations of the parties created in this agreement are performable in Wakulla County, Florida, and venue shall be in such County.

Notices to Lessor may be mailed to him at the address below. Notices by Lessor to Lessee may be mailed to Lessee's address below. Lessee agrees to promptly notify Lessor of any changes of mailing address or telephone numbers.

IN WITNESS WHEREFORE, the undersigned Lessor and lessee execute this agreement as of the day and year above written.

Lessee

Lessor
Saint Marks Yacht Club
36 Yacht Club Lane
PO Box 114
Saint Marks, FL
32355-114