



Marina Lease Agreement
For
Homeport Marina
200 A East 25th Avenue
Gulf Shores, AL 36542
251-968-4528
Fax 251-967-4529
www.homeportmarina.net

Homeport, L.L.C., D.B.A. Homeport Marina, (Hereafter "Marina") hereby agrees to rent for the named Vessel and its Owner, the Lessee (Hereafter "Lessee") that certain portion of Homeport Marina's water basin known as Slip Number _____, subject to terms and conditions which are set forth.

1. The description of the Vessel and the Lessee is as follows:

Vessel Information

Lessee Information

Name _____

Name _____

Length/Beam/Draft _____

Address _____

Manufacturer _____

City _____

Doc # _____

State/Zip _____

State Registration # _____

Home # _____

Home Port _____

Work # _____

Insurer _____

Cell # _____

Insurer's Address _____

Email _____

Insurance Policy Number _____

2. This Marina Lease Agreement is for a term of _____, beginning on the _____ day of _____, _____. The total dockage fee shall be _____ per _____, payable in advance with the first payment of _____ being due upon the execution of this Agreement and with future payments being due on the First Day Of Each Month during the lease term of this Agreement. Upon expiration of the lease term which is the subject of Agreement, this Agreement shall be automatically renewed for alike period and shall continue in

full force and effect in accordance with all conditions herein contained Except as to rent amount, which the Marina shall establish prior to commencement of the current term.

3. This agreement is for the use of the Marina's water basin and to provide rental of a slip/space to berth the above named and described Vessel. The slip/space shall be used at the Sole Risk of the Lessee, as the Marina shall not be liable for any loss of any kind to the Vessel, its contents, gear and/or equipment. This Agreement is in no way intended and does create a bailment of the Vessel; control of the Vessel shall remain in the Lessee at all times, even if the keys to the Vessel are left with the Marina. Inspection of docks, hoists, and the berthed Vessel by the Marina and any emergency aid to the Vessel shall be considered as an accommodation to the Lessee from which no duty arises. The Marina has no duty to inspect mooring lines or to move the Vessel from its respective slip/space.
4. The Lessee is responsible for prompt payment of power services, which shall be metered, read and billed once per month. The Marina shall not have any responsibility regarding interruption of utilities and/or the disconnection of the Vessel from electrical power.
5. The Lessee shall, to the extent the Lessee may do so without violating the terms and conditions of the Lessee's liability insurance policy, indemnify and hold the Marina harmless against all damage caused by the Lessee, and/or the Lessee's Vessel, to the Marina's property docks, pilings and bulkhead, and against all claims, including the cost of litigation and reasonable attorney fees, by third parties arising from the Lessee's use of the above described slip/space. The Lessee shall maintain a liability insurance policy for property damage and personal injury arising from the use of the Vessel with minimum coverage limits of \$300,000.00. The Lessee will require all contractors hired by the Lessee, other than the employees of the Marina and except as to clean up personnel, to accomplish work on the Vessel to execute a "Contractor's Agreement" with the Marina and to comply with all insurance requirements contained herein prior to the commencement of any work. The lessee agrees to give the Marina written notice of any change in insurance, including the amounts or terms of coverage, the insurance carrier, the insurance agent, or the insurance policy number, within 10 days after the occurrence of any such change.
6. The Lessee waives any right or claim against the Marina for damage sustained by the Lessee, which is covered under any insurance policy, and the Lessee shall cause Lessee's insurance carriers to waive their respective rights of subrogations with respect to the same, and to so notify the Marina.
7. The parties agree that during times when the slip is not occupied by the named Vessel of the Lessee, the Marina shall have the right, without proration or adjustment in rent, to temporarily berth vessels in the vacated slip. Steps will be taken to notify the Lessee if the Marina elects to use the slip/space.
8. Should the Lessee fail to pay any sum due the Marina hereunder or violate any term or condition of this Agreement, or should the Vessel become the subject of bankruptcy, receivership, judicial seizure, or contractual repossession proceeding, the Marina shall have the right, at its option, to: (1) accelerate and demand all sums payable hereunder; (2) remove the Vessel from the slip/space at the Lessee's expense and to retake possession of such slip/space; and (3) hold the Vessel in the Marina's possession, whether in the water or on land, until all charges are paid in full. Upon default, the Marina's right hereunder are cumulative and the election of one remedy shall not exclude any other remedy. All sums due hereunder which are not paid by the 15th day of the month in which the payment became due shall bear interest at the rate of 18% per annum until paid in full. Failure to complete the full term of this Agreement will result in a penalty fee as determined by the Marina and up the maximum amount permitted by law. If the Marina retains the assistance of an attorney to enforce any covenant of this Agreement or to collect any sum of money hereunder, the Lessee shall pay all expenses incurred including reasonable attorney's fees. It shall not be necessary for the Marina to give the Lessee notice of any charge due hereunder and unpaid or of the breach of a condition of this Agreement as this instrument is deemed sufficient notice of the same by the parties hereto.
9. Except as controlled by the Laws of the State of Alabama, this is an admiralty and maritime slip/space rental Agreement under the general maritime law as detailed in the statutes of the United States of America. The Marina shall have, in addition to any state remedies, a maritime lien against the Vessel, her appurtenances and contents for all sums due hereunder; or services provided to said Vessel whether such services are performed ashore or afloat; for all charges made by the Lessee or the Lessee's Agent for the Vessel; and all damages to the Marina or claims against the Marina for which the Vessel or the Lessee are responsible under this agreement.

10. While the Marina agrees to accept and receipt for various packages and/or parts, which the Lessee may have mailed to the Marina from time to time, the Marina shall have no liability or responsibility for the safekeeping or condition of the goods so accepted on the Lessee's behalf.
11. The Lessee agrees to abide by all applicable environmental laws and regulations and in particular with those relating to the use and disposition of products classified as hazardous waste and agrees to hold harmless and indemnify the Marina from and against all liability claims and damages resulting due to the Lessee's violation of said laws and regulations. The Lessee further agrees to strictly adhere to the following rules, regulations, and procedures with relation to disposal of oil, fuel, oil filters, gas filters, antifreeze, batteries, and other products falling within the legal definition of "Hazardous Waste":
 - (a) The Lessee, or the Lessee's Agent, shall notify the dock store personnel that they would like to dispose of oil or oil filters. The Lessee, or the Lessee's Agent, shall dispose of oil in the Marina's oil disposal container. Payments of \$10.00 per 5-gallon container and \$1.00 per oil filter shall then be paid to the dock store.
12. The Lessee agrees to comply with the Rules and Regulations promulgated from time to time by the Marina. A copy of the present Rules and Regulations are part of this Agreement. A violation of Marina Rules and Regulations, at the election of the Marina, shall constitute a default hereunder.
13. In the event that any one or more of the terms and conditions herein contained shall be invalid or unenforceable in any respect, the validity of the remaining terms and conditions of this Agreement is or shall be considered to be a waiver of such term or condition in the absence of express written waiver by the Marina.
14. This Agreement is not assignable and may not be subleased in whole or in part; however, this Agreement shall be binding on and shall inure to the benefit of the parties and their successors, assigns, heirs, and representatives. This Agreement may not be amended except by written instrument duly executed by both parties hereto.
15. As an inducement to the Marina to make this Lease Agreement, the Lessee agrees that any dispute, claim or controversy of any kind arising out of this Lease Agreement shall be submitted to final and binding arbitration in Baldwin County, Alabama, before a single arbitrator who is an active attorney or retired judge under the Federal Arbitration Act or other applicable law pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except in the event of default in payment, in which case the Marina may seek its remedies through legal action in an appropriate court without resort to arbitration.
16. This Agreement contains the entire and complete agreement and understandings of the parties, including those stated in the "Rules and Regulations", and there are no other agreements, understandings, representations, warranties, or conditions, either oral or written, except as stated in this Agreement. This Agreement is the final agreement of the parties and supersedes all prior agreements, understandings, representations, warranties, and conditions between the parties relating to its subject matter. If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not effect any other portion or provision, which shall be given the fullest effect permitted by law.

Each Party Has Caused This Agreement To Be Executed By An Authorized Representative.

LESSEE

HOMEPORT, L.L.C.

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date