

TARPON POINTE MARINA
215 8th Street E Bradenton, FL 34208
Phone: (941) 745-1199 Email: info@tarponpt.com

LEASE AGREEMENT FOR MONTHLY BOAT STORAGE

This Lease Agreement is between EB Tarpon Pointe Marina, LLC, (herein called "Lessor", "Tarpon Pointe Marina" or "Marina") and the Owner(s) of the boat/vessel whose name(s) appears below (herein called "Owner")

To be completed by Owner:

Owner's Name: _____	Date: _____
Owner's Address: _____ _____	Owner's Phone Number: _____
_____	Owner's Email: _____
Boat Name: _____	Boat Year: _____
Boat Manufacturer: _____	Boat Model: _____
Motor Manufacturer: _____	Motor Year: _____
Boat Registration Number: _____	Hull ID Number: _____
Insurance Provider: _____	Policy Number: _____
Insurance Policy Expiration Date: _____	

To be completed by Tarpon Pointe Marina:

Lease Term Begins: _____	Length Overall Upon Inspection: _____
Height Upon Inspection: _____	Beam Height Upon Inspection: _____
Monthly Rental Rate Upon Execution of Lease Agreement: _____	_____

Owner agrees to lease from EB Tarpon Pointe Marina, LLC the above boat slip subject to and with the following conditions:

1. ALL RENTS ARE DUE AND PAYABLE IN ADVANCE. LEASES BEGINNING ON OR BEFORE THE 15TH DAY OF THE MONTH SHALL BE PRORATED FOR THE REMAINDER OF THE MONTH. LEASES BEGINNING AFTER THE 15TH DAY OF THE MONTH SHALL REQUIRE PAYMENT OF THE PRORATED RENT FOR THE FIRST MONTH AND ONE MONTH ADVANCE RENT. THEREAFTER, RENT SHALL BE PAYABLE ON THE FIRST DAY OF EACH MONTH WITHOUT DEMAND UNTIL THE EXPIRATION OF THIS LEASE. ALL RENTS NOT PAID BY THE 15TH DAY OF THE MONTH WILL BE CONSIDERED LATE AND THE OWNER WILL BE ASSESSED AND AGREES TO PAY A \$50.00 LATE FEE ON THE BALNCE PAST DUE EACH MONTH. This Rental Agreement shall be construed as a month-to-month tenancy. Lessor may change monthly rental rate at any time. Absolutely no refunds shall be made by Lessor unless specifically set forth below. Upon signing of this agreement Owner shall pay to Tarpon Pointe Marina an amount equal to first month, plus sales tax and the security deposits.
A \$50 fee will be charged against checks or payments returned for any reason. All sums due and payable by Owner to Tarpon Pointe Marina, including fuel charges and all charges for boat and motor repairs, shall be deemed to be additional rent under this lease.
2. The term of this Lease will be automatically extended for successive periods of one month unless Owner advises Lessor in writing 30 days prior to expiration date of this Lease that he/she does not wish to extend the term.
3. This Agreement can be terminated by Tarpon Pointe Marina with or without cause on a 30-day written notice emailed from Owner at info@tarponpt.com.

4. In the event rent is not paid within 15 days of the date it is due, Tarpon Pointe Marina shall, at its sole option, have the right to change the rental rate from a monthly to a weekly rate which shall be one-half the monthly rate and shall be payable monthly on the date the rental payments are payable. All overdue and unpaid rental charges shall bear interest at eighteen percent per year. A late fee of \$50 will then be assessed to any unpaid balance every 15 days going forward.
5. Owner agrees not to remove the boat from the Tarpon Pointe Marina until all unpaid rent and all amounts due Tarpon Pointe Marina are paid. Customer will be added to the NO LAUNCH LIST ON THE 16TH DAY UNPAID AND WILL NOT BE ABLE TO REMOVE BOAT.
6. It is agreed that Tarpon Pointe Marina shall have a lien against the stored boat to secure any rent, service charges, fuel, or other amounts due and unpaid under the terms of this Lease or for any other monetary amounts that shall be owed by Owner to Tarpon Pointe Marina. The lien shall attach to the vessel and personal property on or about the boat, including, but not limited to its engines, motors, furniture, electronic equipment, tackle, appliances, and apparel.
7. If Owner fails to pay rent for a period of (90) ninety days or service charges for a period of (90) ninety days, then Tarpon Pointe Marina will proceed with obtaining a Declaratory Judgement to assume ownership of the boat. The boat will then be subsequently sold to cover charges owed by Owner to Tarpon Pointe Marina.
8. Should Owner default under the terms of this Lease, Owner agrees to pay Tarpon Pointe Marina all costs, including attorney fees, to enforce this lease.
9. Owner agrees to comply with the terms of this Lease, the rules and regulations adopted by Tarpon Pointe Marina and the additional terms and conditions fully as though they were set forth herein, and should breach of the agreement or violation of such rules, regulations, terms and conditions occur, the Lease can be terminated at the option of Tarpon Pointe Marina, and the Tarpon Pointe Marina may remove the boat from the storage at the Owner's risk and expense and retake possession of the boat slip.
10. Tarpon Pointe Marina reserves the right to change Tarpon Pointe Marina rules and regulations from time to time. Tarpon Pointe reserves the right to measure all boats to determine appropriate pricing. All vessels stored inside the high and dry facility are subject to additional height and width fees. Please refer to our website for the most up-to-date pricing.
11. Owner is responsible for notifying Tarpon Pointe Marina in writing of any change of Owner's address or contact information.
12. Owner accepts assigned boat slip and the premises of the Tarpon Pointe Marina in their "as is" condition. Tarpon Pointe Marina reserves the right to change a boat slip at any time without notifying the customer.
13. Tarpon Pointe Marina shall not be responsible for any loss or damage to the boat unless it shall be solely caused by its gross negligence or willful misconduct.
14. Owner shall upon signing this lease agreement provide evidence of boat ownership and Insurance coverage including copies of titles, insurance policies, and insurance declarations.
15. ALL VESSELS CONSIDERED FOR STORAGE MUST ARRIVE UNDER THEIR OWN POWER. BE IN GOOD WORKING ORDER. LOOK TO BE WELL MAINTAINED. NO LEAKS OR BROKEN EQUIPMENT. WINDSCREENS, TORN SEATS DIRTY INTERIOR DAMAGED HULL ETC. Owner agrees to assume all risks of fires or other damage to the boat, whether such fire or damage originates in the subject boat, is caused by other boats or their owners, or is caused by the ordinary negligence of employees or agents of the Tarpon Pointe Marina. Owner understands and agrees that the maintenance and/or condition of other boats in the Tarpon Pointe Marina are not the responsibility of the Tarpon Pointe Marina. Owner agrees to maintain in full force and effect a marine hull Insurance Policy insuring all risks and all perils for the full replacement cost of the boat and its contents and a liability policy in the minimum amount of \$300,000 upon the boat, with the Tarpon Pointe Marina as an interested party on the insurance declaration. Such policy shall contain provisions waiving any rights of subrogation against Tarpon Pointe Marina and its agents and employees. Unless the loss or damage is caused by the sole negligence of Tarpon Pointe Marina, Owner agrees to indemnify and hold Tarpon Pointe Marina harmless from any claim, suit, action, or cause of action from any loss or damage

caused, in whole or in part, by Owner, his guests or permission user's is Owner's boat, to the persons or property of others, including the property and employees of Tarpon Pointe Marina.

16. Owner's boat shall be inspected for Tarpon Pointe Marina by personnel prior to its being placed in dry storage. All boats shall be in good working order and meet all current local and governmental regulations. All boats equipped with holding tanks on board shall meet all requirements concerning those systems as set forth by all governing authorities. No boat shall discharge sewage directly overboard. Tarpon Pointe Marina may terminate this Lease if the boat does not pass inspection.
17. Boats stored at Tarpon Pointe Marina must be kept in safe, clean, and attractive condition. Boats shall conform to all Federal, State, and County regulations concerning boat safety devices and equipment. All boats shall be equipped with a battery disconnect switch.
18. The current Hurricane Preparedness Guide is referred to by reference and its terms are hereby incorporated herein by reference. Owner agrees to obtain a copy from Tarpon Pointe Marina to familiarize himself with the guide, act in accordance therewith, and to follow the directions of the general manager and dockmaster in all matters concerning evacuation.
19. No person shall enter the high and dry boat storage building or other boat storage or work areas without an express invitation and the accompaniment of a Tarpon Pointe Marina employee. No commercial activities or advertising shall be allowed on the premises without the written consent of Tarpon Pointe Marina. Owner acknowledges that there is an active forklift on site and signs are posted around the marina. Tarpon Pointe is not responsible for injuries or death caused to pets that are released. Owner is always solely responsible for all pets at all times on marina property.
20. Owner agrees to display decal with dry slip number provided by Tarpon Pointe Marina on the port side of the boat transom.
21. Tarpon Pointe Marina parking is for boat owner and their guests only. Owner agrees to arrive on time at the owner's scheduled launch time and depart from the Marina within 15 minutes of scheduled launch time. If the owner does not arrive and depart from the marina within 30 minutes of scheduled launch time, a \$20 late fee will be charged to the customer's account, and the vessel will be placed back into storage.
22. Tarpon Pointe Marina shall have no responsibility for non-structural damage to fiberglass coatings, trim tabs, transducers, thru-hull fittings, boarding ladders or platforms, offset trolling motors, antennas or anything protruding beyond the normal conformation of the hull.
23. Vessel length is defined as the measured length of the boat including bowsprits (pulpits), anchor, rudder, outboard brackets, outboard and trolling motors. Vessel height is measured from the lowest portion of the hold or keel to the highest projection of the vessel. Owner must lower all tops, antennas, outriggers, and other projections. If tops, antennas, outriggers, and other projections are not lowered by the owner and are lowered by Marina staff, an additional service fee will be charged to the owner's account. An additional charge will be applicable if boat height exceeds standard storage rack height and/or has a beam in excess of 8.5 feet If vessel has a cover owner/operator must start first few snaps at the bow. Forklift operator will finish covering just prior to placing on rack. Tarpon Pointe Marina reserves the right to measure all boats to determine appropriate pricing.
24. No work or repairs of any nature may be performed on the premises or the high and dry storage area at any time by the Owner or Contractors. If desired, boat will be placed on an outside boat rack for the purpose of cleaning by the Owner. The extent of the boat cleaning and maintenance permitted is at the sole discretion of Tarpon Pointe Marina staff. Minor repair projects must be authorized by Tarpon Pointe Marina staff prior to starting any work, and major repairs are not permitted. In the event that contractors must perform work, only contractors approved by Tarpon Pointe Marina are allowed to perform work on boats in the Tarpon Pointe Marina, with the exception of work performed by the Owner with the permission of the Tarpon Pointe Marina Staff. No contractor shall commence work in the marina until an insurance certificate is filed with the Dock master naming Tarpon Pointe Marina as a certificate holder under a general liability policy with at least \$1,000,000 in coverage. ANY SERVICE PROVIDED BY AN OUTSIDE ENTITY MUST BE APPROVED BY TARPON POINTE MARINA. MUST PROVIDE INSURANCE. EQUIPMENT MUST BE IN MANUFACTURERS APPROVED CONDITION (NOT ALTERED IN ANY WAY). ABSOLUTELY NO SANDBLASTING OR PAINTING INSIDE OF THE HIGH AND DRY BUILDING. RISIDUALS IN AIR MAY DAMAGE NEIGHBORING BOATS DUE TO RISK OF FIRE NOTHING SHALL BE LEFT PLUGGED IN AFTER HOURS.

25. The Tarpon Pointe Marina prohibits live aboard vessels. Florida Statute 327.02 paragraph (17) defines "live aboard vessels" (a) Any vessel used solely as a residence; (b) Any vessel represented as a place of business, a professional or other commercial enterprise, or a legal residence. A commercial fishing boat is expressly excluded from the term "live-aboard vessel". Tarpon Pointe Marina is open to the public and slips are available on a first come, first served basis.
26. The Rules of the Road and the Navigational Laws of the U.S. shall apply to all boats in or approaching Tarpon Pointe Marina. Boat owners agree to abide by all Educational I Navigation Signs posted at or adjacent to Tarpon Pointe Marina. WHILE IN OUR BASIN ALL BOATING RULES MUST BE OBSERVED. NO WAKE ZONE ESSENTIAL TO PREVENT DAMAGE TO TPM DOCKS CAUSED BY "ROCKING" VESSELS.
27. There is a "no wake zone" marked by signs in front of the marina structure. Owners are to use idle speed within Tarpon Pointe Marina and water marked "no wake zone". The idle speed limit will be enforced by Government agencies, which have responsibility in this matter, and by Tarpon Pointe Marina personnel. Owner acknowledges receipt of advice that high winds and strong currents effect dockage and operations at the marina. Owner agrees that he will not permit the boat to be operated in such winds and currents unless the person operating the boat has the experience and ability to operate the boat in a safe matter.
28. Owners agree to adhere to signs and/or regulations regarding Manatee protection in waters surrounding Tarpon Pointe Marina.
29. In the event any portion of this Lease shall be deemed to be in violation of any law of the U.S. or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void and the balance of this Lease shall remain in full force and effect. This Lease shall be interpreted in accordance with the laws of the U.S. and the laws of the State of Florida.
30. Waiver of any terms and conditions by Tarpon Pointe Marina shall not be deemed to be a continuing waiver.
31. This Lease may not be assigned by Owner without written consent of Tarpon Pointe Marina. Owner will immediately notify Tarpon Pointe Marina of any sale, transfer, or conveyance of any interest in the subject boat. The undersigned represents that undersigned has advised all persons having an ownership interest. including all spouses, in the boat of the terms of this Lease and such owners have authorized the execution of this Lease and agree to be bound by the terms hereof.
32. The parties hereto waive their right to trial by jury in any action brought on or arising from this lease or as to any claim owner may have against Tarpon Pointe Marina for services or materials furnished. If owner makes a claim against Tarpon Pointe Marina it shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
33. Owner hereby acknowledges that he/she has read, understands, and agrees to abide by the above Additional Provisions to the Lease Agreement.

Executed by EB Tarpon Pointe Marina, LLC

Executed by Owner

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____