

BOAT SLIP RENTAL AGREEMENT

ON THIS THE _____ Day of _____ (month) 201__ (year), this Boat Slip Rental "Agreement" is entered into on the above date by and between _____ as owner and "Lessor" of Slip # _____ located at Harbour Village Marina, with an address of _____ and _____, an individual/corporate/LLC (circle) with a principal residence at _____ ("Lessee"), for dockage in the Slip of a _____ (year) _____ (ft) _____ (make), with HIN# _____, Registration# _____ and Official# _____ hereafter the ("Vessel").

Lessee warrants that he/she/it is the title owner of the Vessel, and will/may not use the Slip for any other boat or vessel.

1. **Limit on Use.** This Agreement only allow dockage of the described Vessel. If Lessee desires to dock a different vessel, Lessee must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising therefrom. Maximum LOA and beam are as set by Lessor, and dockage is limited to conventional mono-hull, catamaran and small pontoon vessels under 32ft.
2. **Term.** This Agreement is for the lease term of _____, 201__ thru _____, 201__ inclusive, ("Term"), after which time, if not sooner terminated, it will automatically renew at the same rate for a period of 12 months, unless a 30-day written notice of termination is given Lessor.
3. **Rents.** The rental rate shall be \$ _____ USD per _____. **All slip rentals shall be paid in advance of the first day of the month for which rent is owed.** Dockage rental for first month will be prorated based on arrival date. Departure prior to the end of the Term will **not** result in reduced or prorated rents. Dockage/rent is earned when paid.
4. **Electrical Service.** Electric service shall be obtained in the following manner. **(Initial either a. or b.)**
 - a. Electrical Service will be invoiced by HVMI, payable to HVMI and shall be provided by Slip Number. Lessee shall be responsible to the slip owner for all charges related thereto. Unpaid charges shall be a lien upon the vessel. Lessee must contact the Harbor Master at Harbour Village Marina, Inc. (HVMI) provide them with the Slip # _____, **and a Deposit of \$100.00 (payable to HVMI)** to establish service, and agrees to hold harmless, indemnify and defend Harbour Village Marina Inc. from any unpaid charges related to such Slip. Lessee must complete an Electricity Use and Invoicing Form to obtain Electricity.
 - b. Electric is included in the rental fee charged, and shall not be separately charged.
5. **Security Deposit.** Lessee shall post a required security deposit in the amount of \$ _____ USD upon execution of this agreement, to secure performance of this agreement, and may be applied to cover any unpaid expenses, to repair damage, or for other charges of Lessee or its agents owed to Lessor or HVMI. Any unused security deposit shall be returned to the Lessee within 30 days of the end of the Term, or after termination, after payment to Lessor of all rents and charges owed.
6. **Termination.**
 - a. Lessee may not terminate this Agreement without paying for all rents and other charges hereunder for the entire Term, and is not entitled to any credit for re-renting by Lessor.
 - b. Month-to-Month Leases. Lessee shall give the Lessor and Harbour Village Marina at least thirty (30) days written notice, prior to the first day of the month at the end of which Lessee intends to depart.
 - c. Leases shorter than 30 days. Written notice of termination must be given upon arrival, absent which Lessor may treat the lease, at its option, as a month-to-month lease.
 - d. Termination by Lessor.
 - (i) **For cause.** Lessor may terminate this Agreement if the Lessee violates any term or condition of this Agreement or its incorporated obligations. In such event, *Lessor may terminate this Agreement by giving the lesser of three (3) days actual notice, or ten (10) days written notice to Lessee posted onboard the Vessel, without waiving any other rights hereunder. Lessee must remove its boat from the slip prior to the end of the notice period.*
 - (ii) **Not for cause.** Lessor may terminate this Agreement by giving Lessee notice of its intent not to renew, prior to or at the end of a Term.
 - e. **Removal.** If the Lessee fails to remove Vessel and all equipment from a rented slip by end of a Term, a termination date or expiration of this Agreement, Lessor may, at Lessee's expense:
 - i. Remove the Vessel and store or re-dock the vessel at any location in any commercially reasonable manner, until all the Lessee's fees and charges are brought current and Lessee then removes Vessel
 - ii. Lock the Vessel in place until all the Lessee's fees and charges are brought current and Vessel is then removed;
 - iii. Charge the Vessel the then-current transient rate per day for so long as Vessel remains in the Lessor's Slip until all the Lessee's fees and charges are brought current and Vessel is then removed;
 - iv. Renew the rental at the then-current rates for an additional time period as determined hereunder;
 - v. Exercise any other right Lessor shall have at law, admiralty or equity;
 - vi. Any combination of any or all remedies set forth in this paragraph 6.

7. **Default.** If the Lessee fails to timely pay rent, or is in any other materials default of this agreement, Lessor shall have all remedies set forth in paragraph 6.e. above.
8. **Sublease.** Lessee may not transfer, sublet, assign, or permit the use of Slip by any other person or vessel than described above in section 1, above. Lessor grants HVMI the right to use any empty slip during any marina repairs.
9. **Removal of Vessel.** Lessee may not remove Vessel from the Slip or any location to which Lessor has relocated the Vessel hereunder, until all costs and fees described in this Agreement have been paid in full. Lessee grants Lessor and HVMI a maritime lien on the Vessel for all unpaid rent, dockage services provided to the vessel, and other charges owed hereunder, and the Lessor may use self-help, the state, federal and maritime laws in pursuit of its rights to payment.
10. **Rules and Regulations.** Lessee agrees to be bound by the current **Harbour Village Marina Inc. Rules and Regulations** adopted by the **HVMI Board of Directors** which is available to the Lessee through the Marina Office or at the Marina Website. This includes, without limitation, a requirement to have the required insurance and all required forms completed and on file in the Marina Office before the Vessel arrives at the Marina. Said **Rules and Regulations** may be lawfully changed from time to time by **HVMI**. Lessee shall keep itself apprised of the most current permutation of such **Rules and Regulations**. In any explicit conflict between the **Rules and Regulations** and this Agreement, this Agreement shall govern.
11. **Foul Weather.** Lessee agrees that it is not relying in any way upon the skill or intervention of the Lessor or HVMI to protect the Vessel should foul or dangerous weather threaten to damage the Slip or the Vessel. Lessee agrees to follow **HVMI Rules and Regulations** regarding A Named Storm Plan, its Storm Alert Plans, forms and filings. Lessee agrees to hold harmless, defend and indemnify Lessor, **HVMI, and all of their respective agents and contractors** from any claims of any other owners of property or vessels at the **HVMI** facility arising from contact with Lessee's Vessel, and further agrees to be responsible to **HVMI** for damage to **HVMI's** facilities and/or property arising from contact with Lessee's Vessel or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.
12. **Insurance Coverage.** The Lessee agrees to maintain insurance coverage in the amounts and nature set forth in the HVMI Rules and Regulations for the entire time the vessel is in the Marina Facility and document the same, and present the same to HVMI prior to inception of the Lease.
13. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
14. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the **State of North Carolina** as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the courts lying in **Pender County, N.C.**
15. **Severability.** In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
16. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.
17. **Notices.** All notices must be by certified mail, return receipt requested, to the address above, or to such other address as a party may request in writing.
18. **Payment authorization.** Lessee authorizes Lessor and its agents to run and charge its credit card, a copy of which is attached hereto, for rents and all other charges authorized by this Lease (if applicable).

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

LESSEE SIGNATURE: _____ *Date:* _____ *Witness* _____

LESSOR (or Agent For) SIGNATURE: _____ *Date:* _____

WITNESS: _____ *Date:* _____

(It is agreed by all parties that faxed signatures will be accepted by both parties.)