

1. **TERM:** MARINA leases to TENANT and TENANT rents from MARINA, a wet slip or a dry rack space at the above total monthly rate. MARINA will adjust the monthly rate with a change in slip or space assignment of a different rate or with other recurring services provided to TENANT. This lease will be month to month with a two-month minimum. MARINA or TENANT may end this lease, with or without cause, upon receipt of thirty days prior written notice unless sooner ended as provided herein. Rates are subject to change with notice.
2. **OTHER:** TENANT shall pay the First Month and a Security Deposit upon signing this Lease. The Security Deposit and any other Deposits received shall not bear interest, shall not be held in trust or any special account for TENANT, and may be commingled with other funds of MARINA. Deposits shall be applied to TENANTS' account after expiration or termination of this Lease. A Credit Balance shall be issued within thirty (30) days provided TENANT has satisfied all the obligations under this Agreement.
3. **PAYMENTS:** All rent and any applicable taxes and any other charges rendered, will be due and payable in full on or before the 15th day of the month. The TENANT agrees to pay a late payment fee in the amount of Five (\$5) Dollars or one and one half (1-1/2%) percent, or the maximum allowable under Florida or Federal law on the unpaid balance, whichever is greater. Any payments of any kind returned for insufficient funds will be subject to the maximum additional charge allowed by law. All financial obligations of TENANT due to the MARINA every month should be received at 531 N Palmetto Ave., Sanford, FL 32771.
4. **UTILITIES AND FEES:** TENANT shall be responsible for paying all utilities and services associated with the wet slip, whether provided through the MARINA or direct from a third party.
5. **RULES AND REGULATIONS:** A current copy of the Rules and regulations of MARINA is attached hereto and made a part here and TENANT agrees to be bound thereby as they may be promulgated or amended from time to time.
6. **BREACH OF LEASE:** It shall be a breach of this Lease if the TENANT violates any of the Rules or Regulations or fails to meet all financial obligations in a timely manner.
7. **NOTICES:** All notices shall be in writing and delivered as follows: (1) to MARINA at MARINA office; (2) to TENANT at the above address or such other address as may from time to time be designated by such party in writing. Notices of breach and time to cure, except as to financial obligations, are set out in the Rules and Regulations attached.
8. **PROPERTY KEPT AT RISK OF TENANT:** The TENANT hereby acknowledges that the above-described property and all personal possessions are kept at the MARINA at the TENANTS' own risk.
9. **INDEMNIFICATION:** TENANT hereby agrees to defend and fully indemnify MARINA and hold it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, for any and all liability for personal injury, loss of life or property damage arising from any act or omission of any person including, but not limited to, the ordinary negligence of Marina, its employees, agents or subcontractors in connection with the use of the MARINA or any part thereof by the TENANT.
10. **CONDITION OF SLIP, VALET DOCK & MARINA:** TENANT hereby accepts the condition of the Slip, Valet Dock (dry rack stored boats) and MARINA "AS IS" and TENANT acknowledges that MARINA makes no express or implied warranty as to the condition of the slip, the water, the depth of the water, the common areas, or any utilities, gangways, fences, doors, locks, or any other aspect of MARINA.
11. **REMEDIES:** In the event of any breach, including of the Rules and Regulations, MARINA may terminate this Lease without prejudicing its right to any other remedy available at equity or law.
12. **LIEN FOR OBLIGATIONS:** MARINA shall have a possessory lien against the Boat and all personal property and equipment located thereon to secure all TENANT obligations under this Lease.
13. **STATUTORY REMEDY:** In addition to all other remedies at law or in equity, the MARINA shall have the right to non-judicial remedies under Florida Statute 328.17.
14. **ATTORNEYS' FEES:** In any action to enforce the terms of this Lease the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees.
15. **RELOCATION/USE OF SLIP:** MARINA reserves the right to change Slip assignments, as well as any access ways, parking and similar areas, as necessary at MARINAS' sole discretion. TENANT may elect to terminate this Lease if TENANT so notifies MARINA in writing within ten (10) days after notice of the Slip change; providing, however, that such termination shall not affect any obligations of TENANT to the MARINA as of the date of the notice. When not occupied by TENANT, MARINA may utilize empty berths or slips, without accounting to TENANT.
16. **SURRENDER OF SLIP:** Upon termination of the Lease TENANT shall surrender to MARINA the Slip in good, clean condition and remove the vessel and all personal property associated therewith. Any personal property not removed at the date of termination may be disposed of by the MARINA in any manner the MARINA decides and TENANT waives all claims against MARINA as a result thereof.

In the alternative, the MARINA, in its absolute discretion, may store the personal property and in any event TENANT shall be liable to MARINA for the cost for storage, removal or disposal of TENANTS' personal property at prevailing MARINA rates.

17. CUSTODY: This Lease does not constitute a bailment and subject to this Lease, TENANT retains exclusive care, custody and control to the boat and its contents at all times.
18. GENERAL PROVISIONS: (a) Venue for any action shall lie exclusively in Seminole County, Florida; (b) Time is of the essence for all provisions herein; (c) This Lease is not assignable nor may TENANT sublease the Slip; (d) This and the attached Rules and Regulations constitutes the entire agreement between the parties and, except for changes in the Rules and Regulations, no modifications are valid unless in writing, signed by the MARINA.
19. APPLICATION: The information provided by TENANT is true and accurate and incorporated herein. Any material inaccuracy shall be a breach under this agreement and TENANT agrees that if any of the above information subsequently changes that it will promptly provide updated information to MARINA.