



**BG Bayside Marina & Adventures
Marina Boat Slip Rental Agreement**

Name: _____ Day In: _____

Address: _____

Phone #: _____ Length: _____

Slip Amount: _____ Slip #: _____

Boat Type: _____ Vessel Name: _____

Additional Terms and Agreements

- 1. Limit on Use:** This Agreement only applies to allow dockage of the described vessel. If Renter desires to dock a boat other than referenced above, Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from.
- 2. Term:** This Boat Slip Agreement is for: **(initial a or b below)**
_____ **A.** The period _____, 20__ thru _____, 20__ inclusive, after which time, if not sooner terminated; it may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.
_____ **B.** Month to Month, beginning on _____, 20____ and continuing for another 4 weeks on low demand times. After an extended period of 8 weeks, vessel must leave premises for two (2) days before a new contract may be rendered. No one is permit at any time. Upon the time of high demands for slip rentals, the first boat in will be the first boat out to accommodate new arrivals. The departing vessel must also wait two (2) days before returning to initiate a new contract.
- 3. Rents.** The rental rate shall be \$_____ USD per calendar month. All slip rentals shall be paid in advance of the first day of the month that the rental applies. Rent not paid by the 10th of that month, shall incur a 10% late fee. Dockage rental shall not be prorated upon arrival if after the first day of the arrival month. Dockage rental will not be prorated upon departure and any portion of a month shall constitute an agreement to rent for the entire month. The dockage and rent is earned when paid. Rates are subject to change at any given time.
- 4. Security Deposit.** Renter shall post a security deposit in the amount of \$_____ upon execution of this agreement, which shall secure performance of this agreement, and may also be applied at the end of the rental period, or by any breach of this or any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or it's agents or the vessel while docked at the Bayside Marina. Unused security deposit shall be returned to

Renter at the end of the term, or upon termination hereunder, after payment to the Slip owner of all rents and charges owed hereunder, and within 14 days of such term expiration or termination.

5. Termination.

- a. Termination by Renter. Renter shall give the Slip owner two weeks (14) days written notice prior to departure, except in case where Renter intends to stay less than 30 days, in which case termination notice must be given upon arrival. Failure to do so will result in the slip owner having the option of renewal of the rental agreement for an additional thirty (30) days on the same terms as the month preceding such notice, for which Renter is responsible.
- b. Termination by Slip Owner.
 - i. For cause. The slip owner may terminate this agreement for cause if Renter violates any of the terms and conditions of this agreement, the Slip owner shall have the option of terminating this agreement upon the lesser of 48 hrs (2) days actual notice, or one (7) days written notice to Renter posted onboard the vessel, without waiving any other rights here in under. Renter must remove their boat from the slip prior to the end of the notice period.
 - ii. Not for cause. The slip owner retains the right to terminate this agreement without cause, at anytime, upon two (2) days verbal or written notice to Renter. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to Renter, and Renter shall remove their boat by the termination date so noticed. Nothing in this paragraph 5 shall waive any other right of the slip owner under this agreement, at law, equity or admiralty.
- c. Removal. If renter fails to remove their boat and equipment from the rented slip before the termination or expiration of this agreement and after proper notice of same, the slip owner shall be entitled to:
 - i. Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Renter, and until all the Renter's fees and charges are brought current;
 - ii. Locking the vessel in place until all the Renter's fees and charges are brought current;
 - iii. Charge the vessel the then current transient rate per day for so long as the vessel remains in the owners slip until all the Renter's fees and charges are brought current.
 - iv. Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
 - v. Exercise any other right the Slip owner shall have at law, admiralty or equity;
 - vi. Any combination of any or all remedies set forth in this paragraph 5.

6. Default. If the Renter fails to timely make his rental payments, or is in any other material default of this agreement, the Slip owner shall have all remedies set forth in paragraph 5 c above.

7. Sublease. Renter agrees not to transfer, sublet, assign, or permit the use of their slip by any other person or vessel than described above in section 1 above.

8. Removal of Vessel. Renter shall not have the right to remove his boat from the rented slip or the location to which the Slip owner has relocated the vessel herein under, until all costs and fees described in this agreement have been paid in full. Renter agrees that the Slip owner may look to the credit of the vessel for unpaid rent, dockage and other services provided to the

vessel, and the Slip owner may use self help, the state, federal and maritime lien laws in pursuit of its rights to payment.

- 9. Foul Weather.** Renter agree that it is not relying in any way upon the skill or intervention of the Slip owner or Marina to protect the vessel should foul, dangerous, or tropical weather threaten to damage, or damage the vessl. Renter agrees to follow BG Bayside Marina & Adventures Rules and Regulations regarding the proper filing of a Named Storm Plan Form and agrees to abide by the Rules and Regulations as set forth regarding Named Storms. Renter agrees to hold Inlet Marina, it's contractor and the Slip owner harmless, indemnify and defend them from any claims of any other owners of property or vessels at the BG Bayside Marina & Adventure's facility arising out of contact with the Renters Vessel, and further agrees to be responsible to BG Bayside Marina & Adventures for damage to the Inlet Marina's facilities or property arising out of contact with Renter's Vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.
- 10. Insurance Coverage.** Renter agrees to maintain insurance coverage in the amounts set forth in the BG Bayside Marina & Adventures Rules and Regulations for the entire time the vessel is in the Marina Facility and document the same. The BG Bayside Marina & Adventures is not responsible for any theft or damage to the said vessel while moored in the facility. All boat owners are personally help responsible and personal damage or theft to their vessels while occupying the slip. Any and all personal equipment of any kind is the sole responsibility of the boat owner. Renter must provide proof of insurance to BG Bayside Marina & Adventures at the time of signed agreement.
- 11. RENTER** agrees to and shall indemnify and hold harmless BG Sebastian Inlet, LLC and members, the Inlet Marina, State of Florida, Department of Environmental Protection Trustees, officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits and liability of every kind including all expenses of litigations, court costs, and attorney's fees for injury to or death or RENTER or RENTER's guest or invitee, or for damages to any property of RENTER or RENTER's guests or invitees arising out of or in connection with obligations of Inlet Marina, under this contract, where such injuries, death or damages are caused by Inlet Marina, sole negligence or the joint negligence of RENTER and any other person or entity. The RENTER herby specifically consents to venue in any action to enforce the terms of this agreement in Brevard County, Florida or any location the OWNER so chooses.

RENTER AGREES THAT HE OR SHE HAS READ AND UNSTERDANDS ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREES TO INDEMNIFY AND HOLD HARMLESS INLET MARINA, LLC. FOR ALL DAMAGES IT SUSTAINS AS A RESULT THEIR VIOLATIONS BY THE RENTAL CONTRACT.

Signature of Renter

Date

*Dock Repair will be assessed at a rate of \$75.00 per hour for any damages.