

Lockview Marina at Brigadoon
Slip Rental Agreement

This lease agreement is between Egypt Bluff Marina, LLC, hereinafter referred to as “Landlord” and the undersigned Tenant, hereinafter referred to as “Tenant”.

1. Lease: Landlord hereby leases to Tenant and Tenant agrees to lease from Landlord, that portion of Landlord’s marina known to Landlord as Slip # _____ on the Landlord’s property on 13093 St. Andrews Drive, Athens, Alabama 35611. Marina: Marina shall mean and refer to the piers, slips, bulkheads, pilings, docking facilities, fixtures and improvements, attached thereto, boat slips and navigable waterways as identified on the Plat.

2. Owner (Tenant) and Description of Boat:

Owner: _____ Home Phone: _____

Street address: _____

City/State/Zip: _____ Work Phone: _____

Mailing address (if different): _____

Boat Year/Make/Model: _____

State Registration Number: _____

Other Authorized Users of Boat: _____

Vessel shall mean and refer to any craft for traveling on water including a boat, sailboat, or other watercraft which is motorized or self-propelled and in a seaworthy condition, together with any tender thereon. In the event of any dispute as to whether a particular vessel is permitted to be kept in a boat slip or otherwise operated within the Marina, the determination of the Landlord made in its sole discretion shall be dispositive. The term Vessel shall include all vessels kept in boat slips or otherwise operated within the Marina.

3. Common Area

A. **Tenant’s Easement of Enjoyment:** Every Tenant shall have and is hereby `granted a non-exclusive right and easement of ingress, egress, use and enjoyment in and to the Common Area necessary for access to his or her boat slip.

Initial: _____

Date: _____

B.. The parking of automobiles in the designated area within the common area or other area designated by the Landlord is restricted to Tenants and guests, invitees and tenants of Tenants and shall not interfere with the rights of ingress and egress of the Tenant of any particular lot or the Tenant/Owner of any particular lot.

C. The Landlord and its designees, successors and assigns, retains the right to dredge the submerged land in the permitted area as deemed necessary by the Landlord.

D. The Landlord retains the right to require a Tenant of a vessel to relocate the vessel due to construction of improvements or due to violation of any terms and conditions of this lease or rules and regulations of the Landlord. The Landlord shall have a non-exclusive easement over and across each boat slip in the Marina for purposes of relocating a vessel. Landlord shall not be liable for any damage or destruction to a vessel caused by the negligence of the Landlord in connection with the relocation of any vessel.

E. If (i) any portion of the common area encroaches upon any boat slip; (ii) any boat slip encroaches upon any portion of any common area or (iii) a vessel shall encroach upon any adjoining boat slip or common area as a result of, but only as a result of (a) a wake caused by the movement of other vessels through the Marina, (b) tidal movement, (c) storms or other acts of God, or (d) as permitted by duly adopted rules of the Landlord, then in any such event, a valid easement shall exist for such encroachment. Notwithstanding, any of the foregoing, however, an Tenant shall be liable for all damages to the boat slip or vessel or property of another Tenant or to the Common Area where the cause of such damage is the failure of such Tenant to properly secure or, if required, remove his or her vessel to or from its mooring.

F. No Tenant shall grant any easement upon any portion of the property including any boat slip to any person or entity without the prior consent of the Landlord.

G. Delegation of Use: Any Tenant may delegate, in accordance with the rules, regulations and limitations as may be adopted in accordance herewith, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, personal guests, tenants who reside in Brigadoon or contract purchasers who reside on the property.

H. No structure shall be commenced, altered, placed, moved onto or permitted to remain on any Common Area, boat slip, or the Marina unless specifically approved by Landlord.

I. Each Tenant shall keep any boat slip to which the Tenant is entitled to possess and all improvements thereon, and all vessels owned by the Tenant located in the Marina in a neat, attractive and safe condition and in good order and repair. Each Tenant shall be responsible for the condition of the vessel moored at the Marina or within a boat slip to which said Tenant is entitled to possession.

J. If, in the sole opinion of the Landlord any Tenant fails to perform the duties imposed by the above proposal after seven (7) days, written notice (left on the vessel in the leased slip and mailed by regular mail to the last known address of the Tenant) from the Landlord to the Tenant to remedy the condition in question, the Landlord shall have the right, through its agents and employees, to enter upon the boat slip in question and to repair, clean and/or maintain the boat slip and remove the vessel. The cost thereof shall be a binding, personal obligation of such Tenant when billed by the Landlord as well as a lien upon the slip and vessel in question. No boat slip shall be split, divided or subdivided or its boundary lines changed.

Initial: _____

Date: _____

K. No boat slip may be occupied by a vessel unless such vessel meets the standards of the Landlord. The minimum standards, as promulgated by the Landlord, shall require the vessel to comply with the terms hereof, the rules and regulations adopted by the Landlord and all other documents in connection therewith. The Landlord may (i) approve or disapprove any vessel which it determines does not meet the standards as established by Landlord (ii) cause the immediate removal of any vessel which is not in compliance with this lease, the rules and regulations or any other documents in connection therewith. The rights and powers granted to the Landlord herein including the right to approve or disapprove any vessel, or remove any vessel aforesaid, shall not be deemed to create any liability of the Landlord or of their officers, directors or members as to the unsafe or unseaworthy condition of any vessel or any damage to persons or property arising therefrom.

L. Neither the Landlord, the members of its Board of Directors nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Tenant or any other party due to any mistakes in judgment, negligence or any action of the Officers or Board of Directors in connection with the approval or disapproval of any proposed Improvements or any vessel. Each Tenant and occupant of a boat slip agrees that they shall not bring any action or suit against the Landlord, the directors or officers of the Landlord, the members of the Board of Directors or their respective agents, in order to recover any damages caused by the actions of the same.

M. No Tenant or occupant of a boat slip shall do, suffer or permit to be done anything upon or with a boat slip or upon a vessel moored thereto, which would impair navigation or the soundness of safety of the Marina (including the water way) or which would be noxious or offensive or in interference with the peaceful possession or proper use of other boat slips, or which would require any alteration or of addition to any of the improvements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

4. Term, Rent and Fees:

_____ **Yearly Lease – Paid Monthly:** This lease shall be for a one year period commencing on the first day of April and terminating on the last day of March. Payment at the rate of \$160.00 per month from the 1st of April through the end of September and at the rate of \$100.00 per month from the 1st of October through the end of March is due monthly in advance plus \$10.00 per month utility fee. Any increase in rent shall be posted at the Marina and this lease shall be subject to the change immediately upon posting. This lease will continue to renew automatically for consecutive one (1) year periods unless terminated in writing by Landlord or Tenant at least thirty (30) days prior to expiration date.

Initial: _____

Date: _____

_____ **Seasonal Lease:** This lease shall be for a six (6) month period commencing on the first day of April and terminating on the last day of September. Payment is due monthly in advance at the current rate as advertised by Landlord for all slips of this size and type. At the date of signing this rate is \$160.00 per month plus \$10.00 utility fee. Tenant will be notified in writing at least thirty (30) days in advance of any rate change. This lease will continue to renew automatically for consecutive one (1) month periods after terminated in writing by Landlord or Tenant at least seven (7) days prior to expiration date.

If first month of lease is partial, rate will be prorated and is due at signing. Payments may be made by cash or check.

Landlord reserves the right to terminate any lease at any time upon Tenant's failure to comply with rules and regulations of the Landlord. In the event any payment due from Tenant under this Agreement is not paid within fifteen (15) days after the due date, a late charge of \$30.00 shall be assessed for each such late payment.

4. Possession: Tenant shall be entitled to possession of the above described slip on the first day of the term of this lease and shall yield possession to Landlord on the last day of the term of the lease, unless otherwise agreed by both parties in writing.

5. Utilities and Service: Landlord agrees to provide Tenant with an electrical service. The service will be billed at a rate of \$10.00 per month, per slip. This rate will be reviewed and adjusted according to the total Marina usage.

6. Tenant's Liability; Indemnity of Landlord: Tenant covenants to exercise due care in occupation of the leased slip and to vacate the slip in good condition, wear and tear occasioned by normal use only accepted. Tenant shall at all times maintain a comprehensive liability insurance policy naming Landlord as an additional insured and protecting Landlord from and against all claims, actions, proceedings, damages and liabilities, including attorney's fees, arising from or connected with Tenant's possession and use of the slip space. Landlord shall not be responsible for loss or damage to any personal property or equipment left on Tenant's boat. Tenant shall provide Landlord with proof of insurance annually and in addition, upon request from the Landlord. Landlord shall not be responsible for damage to boat lifts or other alterations to docks.

7. Limitation of Landlord's Liability: Boat owner acknowledges that he or she has inspected the leased slip space and is satisfied that the slip space is adequate for safe mooring of his or her vessel. This agreement is not a bailment of the Tenant's boat but a lease of slip space. Landlord assumes no responsibility for tending mooring lines or for moving boats from the berth to which they are assigned, even in the event of severe or dangerous conditions which may develop.

Initial: _____

Date: _____

8. Mooring: Each Tenant or occupant of a boat slip is solely responsible for the mooring of his or her vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the vessel at all times. Mooring lines must be tied to dock cleats and not to other parts of the dock, supporting posts or dock structure. Any special mooring rules or procedures issued by the Landlord shall be complied with at all times. No Tenant or occupant of a boat slip may install a boat lift for the dry storage of vessels without prior approval of the Landlord nor shall dry storage of vessels be permitted by any other means whatsoever except in places designated by the Landlord.

8. Shifting Boat in Tenant's Absence: The Landlord reserves the right to remove the boat from the slip space whenever the Landlord deems it necessary for safety or maintenance of the Marina area. Landlord agrees to exercise reasonable care in moving Tenant's vessel, but Landlord shall not be liable to Tenant for failure to move Tenant's vessel prior to the development of a dangerous condition or for unavoidable damage to vessel.

9. Waiver of Terms and Conditions: No failure of the Landlord or its employees to enforce any of the terms and conditions of this agreement is or shall be construed to be a waiver of such term or condition in the absence of an express written waiver by the Landlord.

10. Continuing Lien held by Landlord: Landlord shall have a lien against the above described boat, appurtenances and contents for any unpaid sums due under the terms of this Agreement with interest thereon at ten (10.00%) percent per annum and the cost of collection including reasonable attorney's fees and costs or for damage caused by or contributed to by the above described boat or Tenant to any property of Landlord or any other persons or property located at Marina. The boats will not be allowed to leave the Marina until all past due amounts for rent or other amounts due Landlord are paid in full.

11. Open Fires: No open fires shall be permitted on any vessel or in the Marina, except in any areas which may be approved for such use by the Landlord and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Marina or vessel.

12. Cleaning of Fish: No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on the common area except in those portions of the common area specifically designated for such use by the Landlord.

13. Cooking: There shall be no cooking allowed within the Marina including upon any vessel.

14. Inspection and Removal of Vessels: The Landlord shall have the right to inspect any vessel in the Marina to determine its seaworthiness, cleanliness and compliance with all applicable city, county, state and federal fire, safety and other regulations, as well as to determine whether the vessel fits within the applicable boat slip.

Initial: _____

Date: _____

The Landlord shall have the right (but shall not be required) to remove any vessel from the Marina which fails to fit within the applicable boat slip. Each Tenant shall indemnify, defend and save the Landlord its agents, employees and designees from and against any loss or damage incurred in connection with the exercise or non-exercise of the rights of the Landlord hereunder.

15. Hazardous or Toxic Waste: The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the property or Marina; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a Tenant in connection with the operation of his vessel. The Landlord shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the property of Landlord. No fueling facilities shall be allowed at the Marina or on the property. No storage of petroleum products will be permitted within Marina or upon a vessel.

16. Pumping of Bilges: Each Tenant is responsible to insure that any bilge water pumped into the waters of the Marina does not contain any petroleum or other hazardous or toxic materials. Each Tenant shall indemnify, defend and save the Landlord harmless from and against any damages, claims and liability resulting from or arising out of the violation of the requirements of this paragraph by such Tenant. All expenses incurred by the Landlord in connection with all environmental and related laws shall be a common expense of the Landlord.

17. Vessels as Residence: No vessels shall be used as a residence within the Marina.

18. Vessel Size: Except as provided below, each vessel must fit within the boundaries of its boat slip, including all bowsprits, booms, pulpits and other projections and overhangs. Provided, however, a vessel may extend outside the entrance boundary of the boat slip as approved by the Landlord.

19. Repairs and Maintenance: No repairs or other maintenance other than routine cleaning, routing interior preventative maintenance and/or varnishing may be conducted in a boat slip or the Marina without the written permission of the Landlord or its designated agent. No grinding or spray painting may be performed on the property.

20. Nuisance: No obnoxious or offensive or illegal activities shall be carried upon the property which may be or may become an annoyance or nuisance to the neighborhood.

21. No Discrimination: No action shall at any time be taken by the Landlord or its Board of Directors which in any manner would discriminate against any Tenant or Tenants in favor of other Tenants.

Initial: _____

Date: _____

22. Default: If Tenant shall be in default for any payment due under this Agreement, if Tenant shall violate any rule or regulation of the Landlord, or should execution or other process be levied upon the interest of Tenant in this lease or the property of the Tenant on the leased premises, Landlord shall have the right, at its option, to take possession of said boat and motor, and to hold the same as security for said payment plus any expenses which may reasonably be incurred by Landlord in connection with the exercise of said right, including a reasonable attorney's fee. If such default continues for a period of sixty (60) days, Landlord may, at its option, sell boat and motor together with the contents of the same at public sale on the Marina premises, after giving notice in writing, posted at least thirty (30) days prior to proposed sale giving notice of the time and place of such sale and notice to Tenant at Tenant's address as shown in this Lease. Landlord is expressly authorized by the Tenant to make such sale upon such default and the giving of notice as provided herein and the purchaser at such sale shall be entitled to possession of and title to said boat, motor and equipment upon payment of sale price to Landlord. If the boat is sold as provided herein, the proceeds of such sale shall be applied first to payment of all accrued amounts due Landlord through the date of such sale and all costs incurred thereto, including a reasonable attorney's fee. The excess, if any, shall be deposited by Landlord in an escrow account and paid over to Tenant on Tenant's written demand. In the event the proceeds of such sale do not pay such accrued amounts and cost, Tenant shall continue to be liable to Landlord for any such deficiency.

23. Assignability, Subletting: Tenant may not assign, encumber, transfer or sublease any interest in the leased premises without the express written consent of the Landlord.

24. Notice: Notice contemplated under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows: Landlord: Egypt Bluff Properties, 8039 South Drive, St. Louis, MO 63117. Tenant: as completed on Page One. Such addresses may be changed from time to time by either party by providing notice as set forth above.

25. Severability: If any portion of this Lease agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease agreement are invalid or unenforceable, but that by limiting such provisions the same would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

26. Signage: Tenants may not place or maintain signs of any kind on vessels other than two 8 ½ inches x 11 inches for sale signs.

27. Additional Rules and Regulations: By signing a copy of this Agreement, Tenant acknowledges receipt of a copy of Landlord's Rules and Regulations as are in effect at the time of execution of this Agreement. Tenant further agrees to abide by all of said rules and regulations and to insist that all guests do the same.

Initial: _____
Date: _____

28. Entire Agreement: This Agreement, together with the Rules and Regulations, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if signed by the party obligated under the amendment. Landlord does not make any warranties or representations hereunder other than those expressly set out herein and Landlord's obligation to Tenant shall be limited to the actions expressly assumed in this Agreement.

Egypt Bluff Marina, LLC

By: _____

Title: _____

Date: _____

Tenant

Date: _____