

BAHIA MAR APARTMENTS, INC.
DOCKAGE LEASE AGREEMENT

1. **THIS LEASE AGREEMENT**, dated this _____ day of _____, 20____ (the “Agreement”), is entered into by and between Bahia Mar Apartments, Inc. (the “Lessor”), and _____ (the “Lessee”) and concerns the lease of Boat Dockage Slip No. _____ at the Bahia Mar Condominium, located at 1100 Tarpon Center Drive, Venice, Florida 34285 (the “Boat Slip”).

2. **LESSEE IDENTIFICATION.**

Lessee Name: _____

Present Address: _____

Phone No.: _____ Alt Phone No.: _____

Emergency Contact Name & Phone: _____

Insurance Company: _____ Policy # _____

Boat State & Registration No.: _____

Length of Boat, Type and Description: _____

Present Rate per Foot Length, \$ _____/Monthly (Minimum 22 ft, Maximum 28 ft)

Quarterly Dockage Rent Amount: _____

3. **THE RENTAL PROPERTY (BOAT SLIP).**

Lessor hereby agrees to rent to Lessee, and Lessee accepts in its present condition, the Boat Slip. This Agreement applies to the Lease and use of the Boat Slip by the Lessee to dock the above-referenced boat (the “Boat”), and ONLY the Boat, and said Boat Slip shall be used at the sole risk of Lessee. The Lessor shall not be liable for the care or protection of the Boat or for any loss or damage of any kind or nature to the Boat, her contents, gear or equipment, or any other property of the Boat.

4. **TERM.**

The term of the Lease shall be “ANNUAL” and begin on the _____ day of _____, 20____ and cease on the _____ day of _____, 20____.

Unless terminated earlier as provided below:

- a. By destruction of the Boat Slip by fire, storm or other calamity.

- b. In the event that Lessee completes the sale of the Boat, in which event the Lessee shall immediately notify the Lessor.
- c. Upon 90 (ninety) days written notice issued by Lessor to Lessee terminating the Agreement with or without cause, or by Lessee to Lessor.
- d. By breach or default of the Agreement by Lessee as detailed below.

5. RENT.

On or before the first day of each "Quarter" Lessee agrees to pay to Lessor a quarterly rent of \$_____ (_____ dollars) by submitting payments made payable to Bahia Mar Apartments, Inc. and mailed to 3701 South Osprey Ave., Sarasota, Florida 34239, or at any other address that Lessor may designate after the execution of the instant Agreement. Lease payments are due quarterly and must be received by the Lessor on the first day of quarter. A late fee of \$25.00 will be applied to each quarterly payment received by the Lessor more than ten (10) days after the first of each quarterly.

6. SECURITY DEPOSIT.

At time of Lessee's submission of the instant Agreement signed by Lessee, Lessee must submit a one-time Security Deposit in an amount equal to two (2) months of Lease payments. Said payment shall serve as a security deposit and shall be refundable to Lessee at the satisfactory termination of the Agreement and after removal of the Boat from the Boat Slip. In the event of damage to the Boat Slip or surrounding dockage, Lessor may use funds from said security deposit to repair, but is not limited to this amount, and Lessee remains liable.

7. LIEN ON BOAT FOR UNPAID LEASE PAYMENTS:

The Lessor shall be entitled to and will have a lien against the Boat, her appurtenances and contents, for any and all sums due and unpaid to Lessor in connection with the Lease of the Boat Slip or for any damage caused by the Boat or the Lessee, his/her guests, invitees or licensees to the Boat Slip and any other docks or property of the Lessor or to any other person. Lessee agrees to pay any and all costs of collection and reasonable attorney's fees incurred by the Lessor in connection with or arising out of any and all sums owed to the Lessor and not paid.

8. PERMITTED USAGE.

Lessee shall not use the Boat Slip, or any part thereof, or permit same to be used for any illegal, immoral, improper purposes or commercial use which would require the Lessee to park vehicles on Bahia Mar property.

Lessee shall not make or permit to be made any disturbance, noise or annoyance detrimental to the vicinity of the Boat Slip. Lessee shall make any and all repairs to the Boat Slip if damage was in any way caused by the fault or negligence of the Boat, the Lessee, or his/her guests, invitees or licensees, and Lessee shall, at the expiration of the term of the Agreement, surrender and deliver said Boat Slip, without demand, in as good order and condition as said Boat Slip was when entered upon, ordinary wear and tear excepted.

9. INSURANCE.

Lessee acknowledges that Lessor will not provide insurance coverage for Lessee's property, nor shall the Lessor be responsible for any loss of Lessee's property, whether by theft, fire, acts of God, or otherwise. At time of Lessee's submission of the instant Agreement signed by Lessee, Lessee shall provide Lessor with valid boat liability insurance and vessel registration information. Lessee's insurance shall include bodily injury liability and property damage coverage at a minimum.

10. BOAT SLIP ACCESS BY LESSOR.

Lessee shall permit Lessor or its agents, at any reasonable time, to enter the Boat Slip for the purpose of exhibiting same or making repairs thereto.

11. CONDITION OF BOAT SLIP.

Lessee agrees that Lessee has examined the Boat Slip and same is, at the time of this Lease, in good order, good repair, safe, clean, and in leasable condition.

12. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign this Agreement, nor sublet the Boat Slip, or any part thereof, nor make any alterations or additions thereto, without the prior written consent of the Lessor.

13. NO LIVING ON BOAT OR BOAT SLIP PERMITTED.

The instant Lease agreement **DOES NOT ALLOW** any person or animal to reside (live) on the Boat or the Boat Slip at any time.

14. DANGEROUS MATERIALS.

Lessee shall not keep or have on or around the Boat Slip any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Boat Slip or that might be considered hazardous.

15. ANIMALS.

Lessor agrees to allow Lessee to have animals on the Boat ONLY while Lessee is present on the Boat.

16. RIGHT OF INSPECTION.

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Boat Slip for the purposes of inspecting same, showing same to prospective lessees and/or making repairs to same or other items as required under this Lease.

17. DISPLAY OF SIGNS.

During the last thirty (30) days of this Lease, Lessor or Lessor's agent may display "For Rent" or similar signs on or about the Boat Slip and enter to show same to prospective lessees. Lessee cannot under any circumstances display any signs.

18. HOLDOVER BY LESSEE.

Should Lessee remain in possession of the Boat Slip without the written consent of Lessor after the expiration of the term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease but shall be terminable with thirty (90) days' notice by either party or longer, if required by law.

19. SURRENDER OF BOAT SLIP.

At the time of expiration of this Lease, Lessee shall remove the Boat and quit and surrender the Boat Slip in as good condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

In the event Lessee defaults on tendering any payments required by the Agreement or if Lessee violates any covenants or conditions of the Agreement or any regulations governing dockage, Lessor shall immediately be entitled to remove the Boat from the Boat Slip at the Lessee's sole risk and expense and to re-enter and retake possession of the Boat Slip. In addition, the Lessor shall have any and all rights and remedies available to it in law or in equity. Additionally, it is understood and agreed that Lessee shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Lessee fails to comply, such security deposit shall be forfeited and Lessor may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that Lessee leaving the Boat Slip while owing rent is making a deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Lessee shall perform the obligations of the Agreement and shall be forfeited by the Lessee should Lessee breach any of the terms and conditions of the Agreement. In the event of default by Lessee of any obligation under this

Agreement that is not cured by Lessee within five (5) days' notice from Lessor, then in addition to forfeiture of the Security Deposit, Lessor may pursue any other remedies available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of the Agreement, Lessee abandons the Boat Slip or any of Lessee's personal property in or about the Boat Slip, Lessor shall have the following rights: Lessor may, at Lessor's option, enter the Boat Slip by any means without liability to Lessee for damages and may release the Boat Slip, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. Also, at Lessor's option, Lessor may hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Lessor may also dispose of any of Lessee's abandoned personal property as Lessor deems appropriate, without liability to Lessee. Lessor is entitled to presume that Lessee has abandoned the Boat Slip if Lessee removes substantially Lessee's furnishings from the Boat Slip or if it would otherwise be reasonable for Lessor to presume under the circumstances that the Lessee has abandoned the Boat Slip.

22. SEVERABILITY.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Lease Agreement shall continue in full force and effect.

23. BINDING EFFECT.

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

24. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

25. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded. This Agreement may be modified only by a writing signed by both Lessor and Lessee.

26. NOTICES.

Should Lessee decide to continue renting the Boat Slip after the conclusion of the term of this

Agreement or decide that he will vacate the Boat Slip at the conclusion of said term, Lessee is required to advise Lessor of same in writing no less than 60 (sixty) days prior to the end of the term of the Agreement, so that Lessor is provided with ample notice of same. Any notice required or otherwise given pursuant to this Agreement shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Lessor, at the Bahia Mar Apartments, Inc. at 3701 South Osprey Ave., Sarasota, Florida 34239.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and year first above written.

Florida Law requires two (2) subscribing witnesses per signature on a valid lease. Please ensure that at least two (2) subscribing witnesses sign in the spaces provided adjacent to the signature of each Lessor and Lessee. Add additional pages if necessary.

WITNESSES:

LESSOR:

Print Name: _____

Print Name: _____ Board
Member/Property Manager Bahia Mar Apartments, Inc.

Print Name: _____

WITNESSES:

LESSEE:

Print Name: _____

Print Name: _____

Print Name: _____