

BOAT SLIP RENTAL AGREEMENT

This **BOAT SLIP RENTAL AGREEMENT** (the “**Lease**”)
is made and entered into this ____ day of _____, 2021, by and between
Hérons Nest Harbor LLC, a West Virginia limited company (the “**Landlord**”), and
_____ (the “**Tenant**”).

Agreement

In consideration of the covenants, terms and agreements set-forth herein, Landlord and Tenant hereby agree as follows:

1. **Lease Grant.** Landlord leases to Tenant and Tenant leases from Landlord Boat Slip # ____ (the “**Slip**”) in landlord’s marina (the “**Marina**”). Tenant agrees to use the Slip solely for the docking or mooring of one (1) boat, which boat is described on Schedule A (the “**Boat**”) hereto and for no other purposes and uses whatsoever, including no other substitute or replacement boats. No other boat shall be permitted to be moored in the Slip. Tenant must promptly remove the Boat from the Slip upon the reasonable demand of Landlord due to inclement weather, such as a rising river water, including watches or warnings. The Boat must comply with all applicable laws, rules, orders and regulations. Landlord reserves the right to inspect the Boat for such compliance.

Tenant’s use and occupancy of the Slip is subject to the following rules, which may be further amended and supplemented at any time by Landlord:

- (a.) **No Commercial Use.** No commercial or business use of the Slip is permitted.
- (b.) **Neglect.** Tenant shall not cause or permit any waste, misuse or neglect with respect to the Slip and/or surrounding docks and water.
- (c.) **Safety and Compliance with Laws.** The Slip shall be used and occupied in a safe, careful and proper manner. All Boats must be docked and lines secured so as to avoid risk of damage to the docks and other vessels. Landlord reserves the right to board the Boat at any time to secure lines, but assumes no obligation to affirmatively do so. Tenant, including his, her, or their guests using the Slip, shall abide by and comply with all present and future ordinances, regulations and laws of all governmental and quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the Slip. Tenant shall neither permit nor commit any illegal or unlawful practice or act in or upon the Slip, docks or Marina. Tenant shall be responsible to comply with all requirements and for payment of all fees, fines, penalties, expenses and other costs that may be imposed by, any governmental and/ or quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the use and occupancy of the Slip, docks and Marina.

Tenant shall not discharge or otherwise dispose of sewage, trash, fuel, oil, or any other contaminant in or on the Marina property, including, without limitation to, the water which forms the Marina.

- (d.) **Non-Disturbance.** Because the Marina forms part of a greater residential and commercial community, it is paramount to maintain peaceful and orderly conduct within the Marina. As such, Tenant agrees to refrain from any and all activities which may disturb or interfere with the peace and quiet of other

persons within the Marina and surrounding areas, including, without limitation to, the Harbor Point residential community area.

(e.) Residence. No persons shall be permitted to use any Slip for a place of residence or dwelling, whether permanent or temporary.

(f.) Maintenance. Boat maintenance or repair activities that require the removal of the Boat from the water, or removal of major portions of the Boat, including the engine, for purposes of routine repairs or maintenance on site are prohibited over the water within the Marina, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the Boat. Specifically prohibited shall be hull scraping, stripping, sanding, painting, re-coating, and other maintenance or repair activities that may result in degradation of water quality from discharge or release of potential contaminants into the water.

(g.) Fish Cleaning. No fish cleaning is allowed in or around the Slip, the docks, or the Boat while in the Marina.

(h.) Attachment to Docks. No nails, screws or any other type of fixture or fastener may be inserted into dock boards, pilings or any other portion of the Slip without the written permission of Landlord. No additions, deletions, improvements or repairs may be made to the docks or pilings, except by Landlord.

(i.) Abandonment. In the event that the Tenant vacates the Boat for greater than thirty (30) consecutive days, without written notification to Landlord of such absence, then Landlord reserves the right, in its sole and absolute discretion, to deem the Slip abandoned and this Agreement shall immediately terminate. Upon the determination of abandonment of the Slip, Landlord may proceed to lease the Slip to another tenant free and clear of any obligation to the Tenant. Landlord is not obligated to notify Tenant of such action or refund any unused portion of Rent.

(j.) No Swimming. No swimming from the docks, Slip, or within the Marina shall be permitted at any time.

2. “As-Is” Condition. Tenant acknowledges that Landlord leases the Slip in an “AS IS, WHERE IS” condition without any warranties or representations, express or implied, as to the condition of the Slip. Tenant acknowledges that it has been afforded a reasonable opportunity to inspect the Slip, and it is familiar with the site, dimensions and physical condition of same. Landlord shall not be required to make any improvement or alteration to the Slip or docks.

3. Term. The term of this Lease shall be for one (1) boating season, being approximately May 1 through and including October 31 (the “Season”), subject to adjustment due to weather and river conditions, at the sole discretion and determination of Landlord.

4. Rent. Tenant shall pay “Rent” to Landlord, in advance of the Season, in currency of the United States of America, without deduction or offset of any kind, as follows:

(_____/_____) Tenant acknowledges that the Slip is equipped with the benefit of utility services (electrical and/or water service) and that Rent is due to Landlord in an amount equal to Eighty and No/100 Dollars (\$80.00) multiplied by the Boat length’s linear footage. For illustrative purposes only, a Season’s Rent for a boat thirty foot (30’) in length would be Two Thousand Four Hundred and No/Dollars (\$2,400.00). Rent shall be prorated for a half Season only, beginning July 1st for partial season. Tenant shall not have any right of occupancy or possession of the Slip, until such time as Rent is paid for the Season.

(_____/_____) Tenant acknowledges that the Slip does not currently have the benefit of utility services, and that Rent is due to Landlord in an amount equal to Seventy-five and No/100 Dollars (\$75.00) multiplied

by the Boat length's liner footage. For illustrative purposes only, a Season's Rent for a boat thirty foot (30') in length would be Two Thousand Two Hundred Fifty and No/Dollars (\$2,250.00). Rent shall be prorated for a half Season only, beginning July 1st for partial season. Tenant shall not have any right of occupancy or possession of the Slip, until such time as Rent is paid for the Season. In the event that Landlord provides electrical and/or water service to the Slip at a future date, Tenant shall pay additional Rent to Landlord, in an amount to be agreed upon at the date of providing such service.

5. **Insurance.** Tenant represents and warrants that the Declaration or Certificate of Insurance attached to this Lease is currently in full force and shall continue in force throughout the term of this Agreement. Tenant shall maintain liability insurance in the amount of \$300,000.00 (the "**Policy**"). The Policy shall name Landlord as an "additional insured" and contain a waiver of subrogation in favor of Landlord, including its agents, successors and assigns. Tenant's liability coverage shall be primary and non-contributory to any coverage held by Landlord. Tenant shall evidence the Policy to Landlord each Season prior to the use, occupancy and possession of the Slip. Evidence of Tenant's Policy may be in the form of a certificate of insurance or a copy of Tenant's declaration page.

6. **Subletting and Assignment.** This Lease is personal. Tenant shall not sublet or assign, in whole or in part, its rights under this. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by Landlord. Landlord is expressly permitted to assign and convey its rights hereunder.

7. **Maintenance.**

(a.) **Landlord Maintenance.** Landlord shall maintain, repair and replace the Slip and the docks, as may be determined at Landlord's sole discretion.

(b.) **Tenant Maintenance.** Tenant shall keep and maintain the Boat and all personal property of Tenant in a good state of maintenance and repair and in a sightly, healthy, safe and clean condition so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, having jurisdiction, and the rules and regulations of the Marina, as adopted from time-to-time by Landlord, with or without notice to Tenant. In the event that a dock box is in use upon the Slip, Tenant shall maintain same in a neat and safe condition, free and clear of any obstruction to the docks, Slip, and Marina. Tenant shall secure and safely route all hoses and cables so as not to pose any hazard upon or within the Slip, docks, and Marina.

8. **Damages.** Tenant shall be strictly liable for any and all damages to the Slip, docks and attached property, and other facilities within the Marina, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, and crew, or in any way relating to the Slip, the Boat and/or the use thereof.

9. **Right of Entry.** Landlord, its agents, contractors, and employees may at any time, without the consent of Tenant, enter in and upon the Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well-maintained condition, and making such repairs to the Slip and/or docks which it may deem necessary. Landlord shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency or for the reasons set-forth under Section 1(c).

10. **Default.** In the event that Tenant defaults in his or her obligations hereunder, including the payment of Rent, or fails or refuses to comply with the provisions of this Lease, Landlord shall have the right to undertake any one or more of the following actions, in addition to any other remedy permitted in law or equity:

(a.) **Lease Termination.** Landlord may terminate this Lease and take control, possession and exclusive use of the Slip, with or without notice to Tenant;

(b.) Entry and Removal of Boat. Landlord may enter upon the Boat in order to tow and/or remove the Boat from the Slip at which time said Boat will be re-docked or stored at a location in Landlord's discretion, at Tenant's sole cost and expense.

(c) Re-Lease of the Slip. Landlord may re-let the Slip.

11. Indemnification and Hold Harmless. Tenant shall indemnify, defend and hold harmless Landlord harmless from and against any and all claims, suits, actions, damages, causes of action, expenses, costs, orders, administrative rulings, judgments, releases of hazardous substances, including, without limitation to the discharge of fuel, chemicals, waste or other pollutants by Boat into the surrounding waters and Marina, and for any personal injury, loss of life or damage to property sustained in or about the Slip, docks and Marina that arise in connection with the use or non-use of the Boat, Slip and/or Marina, whether caused by Tenant, or Tenant's crew, contractors, agents, or guests.

12. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13. Application of Law and Venue. This Lease shall be construed and enforced in accordance with the laws of the State of West Virginia. Venue for any action arising under this Lease shall lie in the courts in and for Wood County, West Virginia.

14. Complete Understanding. This Lease, including all attachments hereto, represents the complete understanding of the parties and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in this Lease. Neither party has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Lease.

15. Security, Weather and Flood Waters. Landlord shall not be responsible or required to furnish security services for the Slip, Boat or docks. Tenant is expressly responsible for any and all security required by Tenant of its Boat and the personal belongings thereon. Tenant understands that Landlord does not guarantee, warrant or assume Tenant's or any of Tenant's agents', guests', crew's, or, visitors' personal security in, on or around the Slip, docks and Marina. Tenant agrees that Landlord shall not be liable for the actions of third persons in, on or around the Slip, docks and Marina.

Tenant understands and agrees that it is not relying upon Landlord in any manner to protect or store the Boat in inclement, foul, or dangerous weather, including flood or freezing waters. Tenant's Boat is stored at the Slip at Tenant's sole risk.

16. Assumption of Risk. Tenant expressly acknowledges by the execution of this Lease that he and/or she is aware that operating a boat around in and around other boats, persons, structures and deep waters is an inherently dangerous activity for which he and/or she assumes any and all risk. Tenant represents that he and/or she is fully knowledgeable of the dangers and hazards associated with the operation of a boat and that he and/or she hold a current and valid license to operate a boat. Tenant further represents and warrants that he and/or she has no known physical or mental impairment that may affect their safety or the safety of others while operating the Boat, and he and/or she will not operate the Boat under the influence of any narcotic, alcohol or other drug that may impair understanding or judgment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

Hérons Nest Harbor, LLC

By: _____

Dated: _____

Tenant(s)

Sign: _____

Print: _____

Date: _____

Sign: _____

Date: _____

EMERGENCY CONTACT:

Telephone Contact #: _____

Address: _____

(465118)

Schedule A

BOAT INFORMATION (the "Boat"):

Manufacturer: _____ Year: _____

Model: _____

Boat Name: _____ Overall Length: _____

Captain's Name: _____ (if applicable)

Captain's Contact #: _____ (if applicable)

TENANT INFORMATION:

Address:

(Street)

(City)

(State)

(Zip)