

Lease Agreement for Urbanna Harbour Yacht Club

SLIP # _____

Made this _____ day of _____, 2005 between _____ of the first part, hereinafter known as Landlord, and _____ of the second part, hereinafter known as Tenant,

Boat Owner:	_____	SS#:	_____
Address:	_____	SS#:	_____
City, State, Zip	_____	Work Phone:	_____
Boat Name:	_____	Home Phone:	_____
Registration#:	_____	Hailing Port:	_____
Type of Boat:	_____	Length:	_____
Beam:	_____	Draft:	_____
Insurance Co:	_____	Policy#:	_____

WITNESSETH: The premises covered by this agreement are described as Slip # _____, Urbanna Harbour Yacht Club, Urbanna, Virginia, 23175.

The Landlord, in consideration of the covenants and agreement herein contained to be kept and performed by the Tenant, has agreed to lease to the Tenant; and the Tenant, in consideration of the covenants and agreements herein contained to be kept and performed by the Landlord, has agreed to take from the Landlord, and does hereby take from the Landlord, the premises above described to be used as a boat berth for the term of _____ to commence on the ____ day of _____ and to end on the _____ day of _____ at the yearly rental of _____ payable by the Tenant to the Landlord in _____ payment(s) of _____ dollars. NOTE: A Fifty Dollar (\$50.00) late fee will be required if any scheduled payment is not received within ten (10) days from its due date. Should Tenant fail to make any scheduled payment within thirty (30) days the relation of the Landlord and the Tenant herein created at the option of the Landlord shall wholly cease. The Landlord after first fully complying with all necessary legal requirements may re-enter said premises and in compliance with the existing law may see that all persons and belongings of said Tenant are removed there from. Tenant shall be fully responsible for any and all costs for legal services to obtain payment and/or removal of Tenant from property.

Note: If the property is to be leased again after the one-year term, Tenant will have first right of refusal.

IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED that the Tenant will keep the demised premises in a clean and healthy condition, in accordance with the ordinances of the city and the direction of the property authorities; the Tenant will keep all the said premises in as good repair as the same are in at the commencement of the term herein provided for, or as they shall be at any time during its continuance, and at the end of said term will deliver up the same in as good order and condition as they were at the commencement of this lease or may afterwards be put in during the continuance thereof, reasonable use and wear and damages by fire and other unavoidable accidents along excepted; the Tenant will not assign, transfer, or set over this lease, or any part of said premises, to any person or persons, or make or allow to be made any alterations or additions to the same without the consent of the Landlord or his agent being first obtained in writing permitting the same; and the Tenant will abide and follow the Urbanna Harbour Yacht Club Rules and Regulations described herein as follows:

1. The term Marina is used herein to indicate any person/entity authorized to represent Urbanna Harbour Yacht Club, a Condominium. The term "Occupant" is used herein to indicate the owner of any boat berthed in a Condominium Unit whether by the right of ownership of the Unit or by leasehold.
2. It is agreed that the Marina does not accept the boat for storage, and shall not be liable in any manner for safekeeping or condition of the same, and it is understood and agreed by the Occupant that the Marina will not be held responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment or property, either upon said boat or on the premises of the Marina, from any cause whatsoever, or for injury to the Occupant or invitee occasioned by any cause upon the Marina premises or adjacent thereto. All property is kept and maintained at the Marina at the Occupant's sole risk.
3. Other Unit Owners may rent their slips under their own terms and conditions provided that the lessee agrees to abide by these rules and regulations as they may be amended from time to time and that the lease is approved by the Board of Directors of the Urbanna Harbour Yacht Club or its representatives.
4. Slip rentals are made on a written contract basis only. All leaseholders must agree to abide by the rules and regulations of the club.
 - a. Slip fees are payable annually with payments due by the first day of the lease period, unless otherwise specified in writing on the agreement. Occupant agrees that the Unit Owner shall have the right to exercise a lien pursuant to the laws of the Commonwealth of Virginia, or may land store, impound or cause to be impounded Occupant's boat in cases where amounts are overdue 30 days or more (unless prior written arrangements have been made). Occupant further agrees to pay associated towing, hauling and storage charges and four percent service charge per month on amounts due.
 - b. Slip rentals cannot be canceled during the lease period. If Occupant desires to cancel this agreement and the Marina is able to find a suitable replacement occupant, a proportionate reimbursement for the unused dockage (less a 15% service charge) will be refunded to the Occupant.
 - c. Slip rentals are non-transferable.
 - d. If it is considered by the Marina, in its sole discretion, to be in the best interest of the Marina, its property, and/or its occupants, the Marina reserves the right within 10 days prior notice in writing to cancel the agreement, with Occupant removing his boat forthwith. Proportional reimbursement will be made for the dockage not used, if said removal is not because of a breach of Marina rules by Occupant. However, if Occupant has broken rules, any reimbursement shall be at the sole discretion and option of the Marina.
5. To be admitted and to continue as an Occupant of Marina, a boat must be:
 - a. At the sole discretion of Marina.
 - b. Used of pleasure only.
 - c. Registered, identified, marked, licensed, equipped and maintained as required by applicable federal, state and local laws and safe practices.
6. The Occupant agrees to have his boat insured by complete marine coverage including, but not limited to, liability for damage to persons and property in an amount not less than \$300,000 for each occurrence. Occupant must furnish the Marina with a certificate of insurance naming the Club and/or Unit Owner as additionally insured. The Occupant will be held responsible for damage he/she may cause to other boats in the Marina or to the structures and facilities thereof. Occupant further agrees to hold the Marina for any liability from such damage or bodily injury.
7. When a boat enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering under emergency shall be reported immediately by their owners to the Marina.
8. All boats shall be secured in their berth in a manner acceptable to the Marina, or the Marina after notice to Occupant, will adequately secure the boat and assess a service fee.
9. Occupant and its guests use the Marina at their own risk.

10. Parking is permitted in designated areas only. No parking is permitted in the circle at the North Bath House. This is for loading and unloading only. No trailers or recreational vehicles are to be stored on the premises.
11. Tenders and skiffs shall be stored on vessel when possible; when otherwise, they must be clearly identified as to ownership and place where the Marina directs a charge of \$75.00 per year.
12. No cleaning of paintbrushes will be allowed against the piers, pilings, or buildings. Crank case, draining oil, etc. may not be left or poured on parking lot removal of such waste shall be done in an environmentally safe manner.
13. The throwing of objects of any kind into the water or any other place on the Marina premises is strictly prohibited.
14. In the event of damage to more than one boat as a result of severe storm, hurricane, fire or any other emergency, those boats which are damaged or are involved in the incident causing the damage will be assessed a pro-rated share (to be pro-rated as fairly as possible), but within the sole discretion of the Marina of the costs of clean-up and salvage of those vessels and removal of debris caused thereby, from the grounds as well as water, removal of further fire hazard from damaged vessels and any other costs involved caused by said vessels.
15. Any person performing work on any boat or property of Occupant within the Marina shall provide Marina with evidence of satisfactory insurance to adequately protect the Marina's interest as well as any damage, which might occur to any other persons, boats or property.
16. Marina may promulgate additional rules and regulations, which shall be incorporated herein. The Occupant shall be notified of any additional rules and regulations. Any notice provided for to be given by this instrument shall be deemed properly served on the party to whom it is to be given if the same is sent to said party in a sealed postpaid wrapper addressed to said party as the address appears in this instrument, by registered mail, and the time of the mailing of said notice shall be deemed to be the time of its service. Occupant agrees to comply with and carry out any additional rules and regulations and be bound by them as a part of this agreement.
17. The Marina assumes no responsibility of the safety of any vessel docked in the Marina and will not be liable for fire, theft or damage to said vessel, however arising.
18. The Occupant (and guests for whom Occupant is responsible) agrees to conduct themselves at all times when on the property of the Marina or to other occupants or the residents of Urbanna Harbour. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.
19. Middlesex County, State and Federal laws prohibit the discharge or deposit of any rubbish, waste material, toxic substances or refuse material of any kind or description into the waters of the Harbour. Occupant and its guests are to use the Marina's shore side toilets or pump-out facilities and all garbage and other refuse must be placed in the receptacles provided by the marina.
20. Noise shall be kept to a minimum at all times. Any noise that causes a disturbance to other slip holders, guests, or community residents, must cease at 10:00 p.m. Occupant shall use discretion in operating engines, generators, radios and television sets so as not to create a nuisance or disturbance. Abusive language is strictly prohibited, as the Marina is a family-oriented facility.
21. Advertising or soliciting shall not be permitted in any part of the Marina.
22. No boxes, steps, etc. may be attached to the piers or pilings without written permission from the Marina. It is understood that nothing will be attached to the pier, pilings, buildings, etc., except mooring lines. It is further understood that Occupant will not place supplies, materials, accessories or debris on walkways, and shall not construct thereon, any lockers, chests, cabinets, or similar structures, except with written approval of the Marina.
23. Laundry shall not be hung on boats, docks or finger piers in the Marina.
24. "For Sale" signs or signs offering a boat for charter shall not be displayed on boats without written permission of the Marina.
25. No charcoal fires or open fires of any kind are allowed within the confines of the Marina, except where provided for by the Marina.
26. Dogs will be admitted to the Marina only under leash and must not run loose on the grounds or other people's boats. They must be toileted only in designated areas.
27. Adults must accompany young children at all times.

28. Boats must always be under power, not sail, while navigating in the harbor and the entrance channel. The travel speed must be such that no wakes result.
29. In the event of severe storm, hurricane, snow or ice, the Occupant is solely responsible to take all emergency measures possible, and the Marina does not assume any responsibility for protection and/or damages to Occupant's boat.
30. The Marina strictly prohibits the use of unvented kerosene heaters and wood burning stoves. Also, unattended electric heaters are prohibited.
31. The Marina strictly prohibits live boards in this facility.
32. Any breach of the above provisions by the Occupant shall, at the option of the Marina, cancel this agreement upon 10 days notice, and the Occupant shall forthwith remove his boat.
33. Any attorney fees and other costs or expenses incurred by the Marina due to the breach or enforcement of this agreement shall be borne solely by the Occupant.
34. The use of the swimming pool will be considered a privilege of the Unit Owners, their leaseholders and their bona fide guests. A Unit owner or bona fide leaseholder must accompany all guests. All children must be supervised by an adult. At sole discretion of the Marina, any conduct, which is deemed unsafe, or any malicious destruction of property may result in a suspension or termination of pool privileges for the Unit Owner and/or his or her leaseholder and guests.

IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED that the character of the occupancy of the premises, as above expressed, is in special consideration and inducement for the granting of this lease by the Landlord to the Tenant, and in the event of a violation by the Tenant of any restriction or condition herein imposed, this lease and agreement shall, at the option of the Landlord, cease, determine and be at an end, anything hereinbefore contained to the contrary in any wise notwithstanding.

Note: All rented boat slips are subject to sale. Lessee agrees to move or allow boat to be moved at least once day prior to closing in the event the presently assigned slip is sold. Lessee agrees to accept assignment of another slip under the same terms as originally agreed upon in the contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Slip Owner(s)

Tenant

Tenant