

The Harborage at Ashley Marina
Standard Slip Rental and Security Agreement

****Non-liveaboard. Occupying the vessel no more than any ten (10) days in any thirty (30) day period.****

(To be utilized by all lessors/landlords and lessees/tenants leasing of boat slips at The Harborage at Ashley Marina.)

State of South Carolina
County of Charleston

This vessel storage agreement and security agreement (the "Agreement") is made and entered into on (date) _____, by and between Landlord of LU# (Landlord and LU#) _____
_____ from here on known as Slip Lessor or Landlord and _____
_____ (Lessee or "Tenant").

Whereas, Tenant is desirous of leasing Boat Slip Number _____ (the "Boat Slip") from the Landlord of LU# _____ at 33 Lockwood Drive, Charleston, South Carolina.

Now, therefore, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which as consideration are hereby acknowledged, the parties agree as follows:

Tenant agrees to lease the Boat Slip from the Slip Landlord commencing on _____ for a term of _____ months at a rate of _____ per month. In the event that this agreement expires, then this agreement will continue on a month to month basis until terminated by either party. After the expiration of this agreement, all of the terms and conditions of this agreement will remain in effect, except that the Tenant agrees to pay the monthly rate being used by the Slip Landlord at the expiration of the aforementioned term.

Owner and Tenant agree upon the additional terms and conditions hereinafter set forth.

In the event that the slip owner falls in arrears on regime fees which may prevent the tenant from receiving services, utilities and/or suspension of parking tag, the tenant, once advised, shall make rents payable to the Harborage at Ashley Marina HPR and passed through the landlord to the Harborage at Ashley Marina HPR until such time as all regime fees are current. An accounting fee of 15% will be charged to the slip owner during this period until all regime fees are current.

Tenant shall pay a refundable security deposit to the Landlord in the amount of one month's dockage _____ prior to vessel arrival. This security deposit is fully refundable to the tenant after the terms of the lease have been met, and tenant vacates slip.

Landlord _____

Tenant _____

The Tenant agrees to pay for all rent and damages to Slip Landlord by the first (1st) day of each month, and shall be considered delinquent if not paid in full by the (5th) fifth day of the month.

Delinquent fees are as follows:

This Agreement may not be assigned by Tenant and the Boat Slip may not be sublet by Tenant.

Slip Landlord or tenant shall have the right to cancel the lease at any time on thirty (30) days written notice, after the terms of the lease have been met. Upon termination, Tenant will receive a pro-rata refund of any prepaid rent.

At any and all times while the Tenant’s Stored Boat is located at the Marina, the Tenant agrees to carry liability insurance in the minimum amount of \$500,000.00 for injury to or death of any one person and with minimum limits of \$500,000.00 for property damage. All policies will name The Harborage at Ashley Marina as an additional insured. All policies will include pollution and salvage coverage. All commercial vessels will include gangway and extensions coverage on their commercial policy.

All such liability insurance of the Tenant shall be maintained in full force and effective during the time period Tenant’s Stored Boat is located at the Marina and/or during the term of this agreement. Prior to storing the Tenant’s Stored Boat at the Marina, the Tenant shall furnish the Marina with a certificate of insurance evidencing the insurance coverage’s above required.

BOAT INFORMATION (the “Stored Vessel”):

Manufacturer: _____	Year: _____
Model: _____	
Boat Name: _____	Overall Length: _____
Captain’s Name: _____ (“If applicable”)	Captain’s Contact #: _____ (“If applicable”)

TENANT INFORMATION:

(Street Address)

(City)

(State)

(Zip)

Landlord _____

Tenant _____

Telephone Numbers:

(Home)

(Cell)

(Office)

Email Address: _____

Alternate Contact Information:

Name: _____

Phone: _____

Email Address: _____

Landlord and Tenant agree upon the additional terms and conditions hereinafter set forth.

It is agreed that the Boat Slip shall be used by the Tenant for the storage of the Tenant's Vessel fully described above, and for no other purposes whatsoever. Tenant shall not occupy the vessel more than any ten (10) days during any thirty (30) day period, and/or consistently habitat on the vessel for three (3) or more calendar months in a twelve (12) month period.

The Slip Landlord providing the Boat Slip and any other services to the Tenant and the Tenant Vessel based upon the credit of the vessel and the representations of the Tenant.

Charges for all other necessities provided to the Tenant Vessel and for services provided to the Tenant Vessel and/or Tenant, by Slip Landlord must be paid upon receipt of an invoice or statement. Tenant agrees that necessities and any other services provided to the Tenant Vessel and/or Tenant by Slip Landlord are provided based upon the credit of the Tenant Vessel and Tenant, and that Slip Landlord will have a maritime lien against the Tenant Vessel for any dockage, other necessities, or other services provided by Slip Landlord to the Tenant Vessel.

If rental charges and any other charges or accounts due to Slip Landlord, including late charges, are placed in the hands of an attorney for collection, Tenant agrees to pay, in addition to all such rental charges and any other charges or accounts due to Slip Landlord, reasonable attorney's fees and collection costs. Slip Landlord shall have and is hereby granted a lien upon the Tenant Vessel and all other property of Tenant occupying the rented space or Boat Slip for all such charges and/or accounts, including interest, attorney's fees and collection costs. In the event such rental charges and any other charges or accounts due to Slip Landlord are not paid within ten (10) days of written demand upon Tenant, Slip Landlord shall be entitled to exercise the following rights and remedies:

a. Remove Tenant's Stored Vessel from the Boat Slip to an alternate Boat Slip or reasonably convenient anchorage using tenants mooring equipment, with entire expense thereof, including the cost of an alternate Boat Slip or towing cost, being solely for Tenant. During any such removal or storage, Slip Landlord shall not be liable to Tenant for damage to said Tenant Vessel, equipment or personal property located thereon.

b. Sell the said Tenant Vessel along with any equipment or personal property of Tenant occupying the Boat Slip or in Slip Landlords possession at public or private sale, and Slip

Landlord _____

Tenant _____

Landlord may become the purchaser at any such sale. In the event the Tenant Vessel does not sell for sums sufficient to pay all amounts owed to Slip Landlord, Slip Landlord shall be entitled to recover the amount of such deficiency from the Tenant.

c. In the event that Slip Landlord must institute an *in rem* proceeding against Tenant Vessel and the Tenant Vessel is arrested by the U.S. Marshal Service, Tenant agrees that Slip Landlord may serve as and be appointed the Substitute Custodian of the Tenant Vessel and that the vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the Tenant Vessel's fair market value at the time of the sale.

The Tenant recognizes the right of the Marina to unilaterally establish rules and regulations for the use of the Marina facility and Boat Slip, including hurricane procedures. The Tenant agrees to comply with all such rules and regulations now existing or which may be hereafter established by the Marina, all of which shall be deemed incorporated herein by reference. Tenant does further agree that Tenant shall be responsible for ensuring compliance with the said rules and regulations by Tenant's guests and that compliance with said rules and regulations shall be a condition to any use of the Marina facilities by any of Tenant's guests. Tenant further agrees to abide by The Harborage at Ashley Marina Rules and Regulations, including any modifications to the said Rules and Regulations. Tenant hereby acknowledges that a current copy of the said Rules and Regulations may be obtained at the Regime website for review. (MyAshleyMarina.com)

Tenant accepts the rented space or Boat Slip "as is" and with full understanding that the Marina and the Boat Slip are subject to hazards from weather, fire, explosion, storms, wave and wind action, and to other hazards unique to marinas. Tenant has examined the premises to Tenant's satisfaction and voluntarily assumes any risk in storing and/or mooring Tenant's property in the Boat Slip. The relationship between the Slip Landlord and Tenant is solely that of landlord and Tenant. Marina and Slip Landlord have no responsibility for the safekeeping of the Tenant's Vessel, or the condition of same, and is not responsible, therefore, as warehouseman or bailee of the Tenant's Vessel and any other property of the Tenant or Tenant's captain, crew, family, employees, invitees, and guests. Tenant shall at all times remain responsible for the care, custody, operation and control of Tenant's Vessel, including the proper mooring and securing of same.

This Agreement is for the use of Boat Slip only and such space is to be used at sole risk of Tenant. Tenant agrees to not permit any use or possession of illegal drugs, or drug related activities by Tenant and Tenant's captain, crew, family, employees, invitees, and guests.

Tenant and Tenant's heirs and assigns, hereby agrees to hold harmless the Marina, the owners of the Marina, the owner or Landlord of the Boat Slip, Marina management or employees, or any agent of the Marina from any and all liability or damages for personal injury, loss of life, or property damages to Tenant and Tenant's captain, crew, family, employees, invitees, and guests arising out of, or in connection with, the condition or use of the Tenant's Vessel, motor and accessories, or the use of Boat Slip, the Marina premises and facilities.

The Tenant and Tenant's heirs and assigns, hereby release and agree to indemnify and hold harmless Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina from any and all liability for loss or damage to the Tenant or related to the Tenant's Vessel, or the contents thereof, due to fire, theft,

collision, windstorm, allision, perils of the sea, accident or like causes. It is agreed that the Marina and Slip Landlord is not responsible for damages to Tenant's Vessel due to fire, storm, theft, winds, ice, Acts of God, outside labor, or the work of independent contractors, even if the said damages were caused by the negligence of the Marina, owners of the Marina, owner of the Boat Slip, the Marina management or employees, or any agent of the Marina.

Marina and Slip Landlord is not considered under this Agreement as an insurer of Tenant's Stored Vessel and contents thereof, and Tenant agrees to obtain adequate insurance covering damage to Tenant's Vessel and contents thereof, due to fire, theft, collision, windstorm, accident or like causes. Marina and Slip Landlord will not be held responsible for contents of the Tenant's Vessel, such as fishing equipment, electronics, water ski equipment, diving equipment, life preservers, or any other items of personal nature left or stored in or on the Tenant's Vessel. Tenant hereby waives existing claims against the Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina. Tenant also waives any future claims against Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina due to negligent operation of Tenant's Vessel by Tenant and Tenant's captain, crew, family, employees, invitees, and guests. Tenant waives any claims against Marina, the owners of the Marina, the Owner or landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina to any occurrences or accidents which take place on land or water. Tenant agrees to indemnify and hold harmless the Marina, the owners of the Marina, the Owner or Landlord of the Boat Slip, the Marina management or employees, or any agents of the Marina from any and all liability for any claim, lawsuit, or civil action brought or maintained by the Tenant and/or Tenant's captain, crew, family, employees, invitees, and guests arising out of any personal injuries sustained by the Tenant and Tenant's captain, crew, family, employees, invitees, and guests.

Marina, Boat Slip Landlord and Tenant, with respect to any claim(s) for indemnification Marina and the Boat Slip Landlord may have under this agreement Service or for any suits or claims of liability by third parties asserted against or imposed upon or incurred by Marina and the Boat Slip Landlord that are subject to indemnification under this Agreement ("Third-Party Claim"), shall comply with each of the following conditions:

A. The Marina and/or Boat Slip Landlord shall give Tenant prompt notice of any Third-Party Claim, and Tenant shall undertake the defense of Marina and/or Boat Slip Landlord by representatives of Tenant's own choosing, but reasonably satisfactory to Marina and/or Boat Slip Landlord. Marina and/or Boat Slip Landlord may, at their sole option and expense, elect to participate in, control, such defense.

B. In the event that Tenant, within fifteen (15) days after notice of any such Third-Party Claim, fails to defend, the Marina and/or Boat Slip Landlord may (without further notice to Tenant) elect to undertake defense, compromise or settlement of such Third-Party Claim for the account of Tenant, subject to the right of Tenant to assume defense of such Third-Party Claim at any time prior to settlement, compromise or final determination thereof upon payment of Marina and/or Boat Slip Landlords legal fees, costs and expenses, and with counsel reasonably satisfactory to Marina and/or Boat Slip Landlord.

C. Anything in this Paragraph to the contrary notwithstanding, Tenant shall not, without Marina and/or Boat Slip Landlords prior written consent settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third Party Claim. Tenant may, without Marina and/or Boat Slip Landlords prior written consent, settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third-Party Claim which requires solely money damage paid by Tenant and which includes as an unconditional term thereof the release of Marina and/or Boat Slip Landlord from all liabilities in respect of such Third-Party Claim.

D. If during the course of defending a Third-Party Claim, Tenant believes its potential liability under its indemnification obligation for personal injuries and deaths contained is likely to exceed the Tenant's insurance coverage, the Tenant shall notify Marina and/or Boat Slip Landlord. Tenant shall then transfer the defense of the pending suits and claims to Marina and/or Boat Slip Landlord and cooperate in arranging for their orderly transition. Marina and/or Boat Slip Landlord is not responsible for any damage or loss to speedometer pickups, depth sounder transducers, trim tabs, Bimini or canvas tops left in the up position, radio or loran antennas, outriggers, flag masts or for any manufacturer's imperfections or hull weakness, or any other items attached to the Tenant's Vessel. Tenant shall insure that any equipment that must be maintained during the time the Vessel is at the Marina, and that is not specifically being worked on by Marina, is maintained. Marina and/or Boat Slip Landlord is not responsible for the care or maintenance of any equipment on the Vessel that it is not specifically being worked. Tenant is responsible for insuring plugs are installed on the Tenant's vessel. Tenant is responsible for insuring stored vessel is protected from freeze damage while at Marina. Marina and/or Boat Slip Landlord is not responsible for personal items and loose equipment left on the stored vessel. Tenant is responsible for winterizing the Tenant's vessel.

Should a breach of this Agreement or violation of rules and regulations established by Marina occur, the Marina may terminate this Agreement by written notice to the Tenant at the address specified above. Said termination shall become effective immediately upon the mailing of such notice. Tenant shall thereupon immediately pay all sums due Slip Landlord and shall remove said Tenant's Vessel no later than the 5th day following the notice. Tenant agrees that such termination will result in the Tenant forfeiting any prepaid rent.

Tenant shall not remain in possession of leased Boat Slip after expiration of this lease.

Tenant acknowledges that the Marina has an unfenced border, that the Marina and/or Boat Slip Landlord assumes no responsibility for security of the Boat Slip, Tenant Vessel or other incidental items, and that the Marina and/or Boat Slip Landlord assumes no responsibility for prevention of theft of or damage to the Tenant's Vessel.

Tenant will have installed at all times a working bilge pump with float switch and inline fuse.

No Tenant's Vessel or motor, while occupying the Boat Slip, shall be sold, advertised or displayed for sale from the rental space without permission of the Marina and/or Boat Slip Landlord. It is further understood and agreed that the Tenant shall not, without written permission from Marina and/or Boat Slip Landlord, either directly or indirectly, in any manner conduct or engage in any business or commercial activity on either the Boat Slip or on any other premises of the Marina. Violation of this provision shall render this Agreement subject to immediate termination and forfeiture of prepaid rent.

It is understood and agreed that the Marina and/or Boat Slip Landlord, its agents or employees, are authorized to move and/or operate the Tenant's Vessel during the making of repairs, or when necessary for normal Marina operation, and to provide in and out service to and from the leased Boat Slip.

Any condition aboard any Tenant's Vessel which, in the opinion of the management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by Tenant. Refuse, oil and/or all flammable liquids must be deposited in receptacles supplied for that purpose. Should any discharge of oil into the Marina be detected, Tenant shall take prompt action to stop discharge and immediately notify Marina and/or Boat Slip Landlord. Failure to comply will result in penalties in accordance with the Oil Pollution Act of 1990 and the general Water Pollution Control Act. Marina and/or Boat Slip Landlord shall have the right to take any steps necessary to remedy any unsafe conditions on the Tenant's Vessel or clean any spillage of contaminants.

Swimming, diving, fishing, crabbing and shrimping are not permitted from the floating docks, sea walls and the Tenant's Vessel. The wake of the Tenant's Vessel operated within the area of the Marina premises must not cause damage or discomfort to other vessels or floating docks. The Tenant's Vessel must be operated at idle speed at all times in or near the Marina. Tenant will be held responsible for any damage resulting from the Tenant's Vessel wake.

Any persons causing injury or damage to other persons, floating docks or other vessels shall be liable therefore. Violations of Marina rules and regulations, disorder, or indecorous conduct by a patron, Tenant, and Tenant's captain, crew, family, employees, invitees, and guests that might injure a person, cause damage to property, or harm the reputation of the Marina and/or Boat Slip Landlord is cause for immediate termination of this Agreement, immediate removal of Tenant's Vessel from Marina premises, and forfeiture of any prepaid rent.

The dockage facilities or Boat Slip has been inspected by Tenant and are satisfactory to Tenant. Damage to Tenant's Vessel alleged by the Tenant to have occurred due the fault of the Marina and/or Boat Slip Landlord must be reported to Marina and/or Boat Slip Landlord before Tenant's Vessel leaves the Boat Slip. Marina and/or Boat Slip Landlord will not be liable for any damage to the Tenant's Vessel, including such damage caused by the negligence of the Marina and/or Boat Slip Landlord and its employees or agents. Marina and/or Boat Slip Landlord reserve the right to inspect the Tenant's Vessel prior to gaining access to Boat Slip.

This Agreement shall supersede any existing lease or agreement between Tenant and Slip Landlord and any such lease or agreement shall be deemed null and void upon the effective date of this Agreement.

The terms of this Agreement shall be separable, and if any provision hereof, or any part of any provision be held to be invalid or unenforceable, such holdings shall not affect the validity or enforceability of any other provision or part thereof in this Agreement. Should there be a waiver of any term or condition of this agreement by Slip Landlord, such waiver shall not be deemed a continuing waiver, and all other terms and conditions of this agreement shall remain in full force and effect.

There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water services provided by Marina. Marina and/or Boat Slip

Landlord _____

Tenant _____

Landlord shall not be liable for any damage caused to Tenant's Vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the Tenant's Vessel caused, or allegedly caused, by any electricity provided to or sold to the Tenant by Marina.

The person signing below does hereby certify that the description of the Tenant's Vessel as set forth above is correct and that he/she is the lawful owner of the Tenant's Vessel, or is authorized to subject the Tenant's Vessel to the provisions of this agreement.

In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center, it shall be Tenant's responsibility to be aware of such warning, and to make arrangement for the removal of the Tenant's Vessel from Marina, or insure that the Tenant's Vessel is properly and safely moored or stored.

Any and all actions or disputes arising under this Agreement, or in connection with the Marina and/or Boat Slip Landlord providing services to the Tenant and/or Tenant's Vessel, shall exclusively be brought and determined in a state court located in Charleston County, South Carolina, or the United States District Court for the District of South Carolina, to the exclusion of courts of any other place or forum. This contract shall be governed by the general maritime law of the United States and the laws of the State of South Carolina.

The parties have executed and caused these present to be executed and their seals affixed the day and year first above written.

Landlord: _____
Name Signature Date

Tenant: _____
Name Signature Date