

The Harborage at Ashley Marina Condominium Association, Inc.
33 Lockwood Drive, Charleston, South Carolina
Standard Slip Rental Agreement

NOTICE: ALL LESSORS/OWNERS AND LESSEES/TENANTS LEASING BOAT SLIPS AT THE HARBORAGE AT ASHLEY MARINA MUST USE THIS FORM AGREEMENT.

THIS IS A NON-LIVEABOARD RENTAL AGREEMENT. TENANTS SHALL NOT OCCUPY OR RESIDE UPON THE VESSEL MORE THAN ANY 10 DAYS WITHIN IN ANY CONSECUTIVE 30 DAY PERIOD AND SHALL ADHERE TO THE ASSOCIATION'S MASTER DEED, BYLAWS, AND RULES AND REGULATIONS.

Locker Unit # _____ ("Boat Slip") **Effective Date: _____**

Lease Term: _____ **Rent: _____ (per month)**

SLIP OWNER: (Legal Owner) Name: _____
Address: _____

(Street) (City) (State) (Zip)

Phone: _____ E-mail: _____

Emergency Contact Name / Phone Number: _____

TENANT (Registered Boat Owner) Name: _____
Address: _____

(Street) (City) (State) (Zip)

Phone: _____ E-mail: _____

In Case of Emergency Contact: _____
(REQUIRED)

Alternate Emergency Contact: Name / Phone _____

ADDITIONAL INFORMATION (the "Authorized Vessel")

Vessel Name: _____

Manufacturer: _____

Model: _____ Year: _____ Overall Length: _____ Beam: _____

Previous Marina _____ **Phone** _____

Captain's Name: _____ Captain's Contact #: _____ (If applicable)

This Standard Slip Rental and Security Agreement (the “Agreement”) is made and entered into by and between the above-named Owner and Tenant for the leasing of that certain Boat Slip described above and located at the Harborage at Ashley Marina upon the terms and conditions set forth herein.

WHEREAS, Owner desires to and does hereby lease the Boat Slip to Tenant, and Tenant desires to and does hereby lease the Boat Slip from Owner pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. Definitions. The following definitions apply to this Agreement.
 - a) “Owner” shall mean the Owner of Record of the Boat Slip as set forth on the first page of this Agreement.
 - b) “Tenant” shall mean the Tenant renting the Boat Slip as set forth on the first page of this Agreement, and shall further include persons for whom Tenant is responsible, including Tenant’s captain, crew, guests, family, invitees, agents, contractors, and the like.
 - c) “Marina” shall mean The Harborage at Ashley Marina docks and all associated facilities, including parking, and/or in which the Owner has an undivided interest or right as a Member of The Harborage at Ashley Marina Condominium Association, Inc.
 - d) “Association” shall mean The Harborage at Ashley Marina Condominium Association, Inc., which is generally responsible for the administration of the Marina on behalf of its Owners.
 - e) “HAMCA Dock Manager” shall mean the manager designated from time to time by the Association to oversee the operations of the Marina.
2. General Terms and Purpose of Rental; Non-Liveaboard. The following general terms and conditions apply:
 - a) Tenant agrees to lease the Boat Slip from Owner commencing on the Effective Date for the entire Term. Tenant shall not occupy or make use of the Boat Slip after this Agreement expires or is terminated without the Owner’s written consent. Should Tenant continue to occupy the Boat Slip with Owner’s written consent after the Term expires or is terminated, then this Agreement will continue in effect on a month-to-month basis until terminated by either party upon thirty days (30) written notice to the other party.
 - b) Upon termination, Tenant will receive a pro-rata refund of prepaid Rent, if any.
 - c) The Boat Slip shall be used by Tenant for mooring and storage of the Authorized Vessel described above only. It is further understood and agreed that Tenant shall not, without

written permission from the Association and/or Owner, 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.

- d) Tenant shall not occupy the vessel more than any ten (10) days during any consecutive thirty (30) day period, and/or consistently reside on the vessel for three (3) or more calendar months in any consecutive twelve (12) month period.
 - e) This Agreement is for the use of the Boat Slip only and such space is to be used at the sole risk of Tenant.
 - f) Tenant shall neither suffer nor permit any use or possession of illegal drugs, or drug related activities, by Tenant nor anyone aboard or using the Authorized Vessel or the Marina facilities.
 - g) The relationship between the Owner and Tenant is solely that of owner and tenant.
 - h) Owner and Tenant agree that this Agreement is for the mooring and storage of Tenant's Authorized Vessel, and not for residential purposes, and the provisions of the South Carolina Residential Landlord and Tenant Act, set forth at S.C. Code Ann. §§ 27-40-10, et seq., shall not apply to this rental.
3. Authorized Vessel. This Agreement permits Tenant to moor only the Authorized Vessel specifically described above in the Boat Slip. No other vessels are permitted to use the Boat Slip for any purpose. To induce Owner to enter into this Agreement, Tenant represents and warrants that the following statements are true and correct and will remain true and correct at all times during the Term of this Agreement and Tenant's use of the Marina facilities:
- a) The Authorized Vessel is seaworthy, clean, and properly maintained per the Association's Rules and Regulations. A copy of the Rules and Regulations will be presented at inspection.
 - b) The Authorized Vessel presently has a working bilge pump with float switch and inline fuse, and Tenant will maintain the same in good working condition at all times.
 - c) The Authorized Vessel has the appropriate number and size of mooring lines to secure the Authorized Vessel in the Boat Slip under all conditions reasonably anticipated to occur, and all such mooring lines are in good condition.
 - d) None of the waste disposal and fuel systems on the Authorized Vessel have leaks or are in need of any deferred maintenance or repair that increase the risk that leaks or spillage will occur.
 - e) The Authorized Vessel maintains, and will continue to maintain, the insurance coverages required by this Agreement, including Paragraph 18 hereof.
 - f) Tenant is knowledgeable about the Authorized Vessel, its handling, its upkeep and maintenance needs, and Tenant is experienced in the navigation rules applicable to the

coastal waters in which the Marina facilities are located. Tenant is aware of tidal currents at the Marina and it's potential hazards to navigation within the Marina.

4. Prior Approval of Vessel Prior to Use of Boat Slip. This Agreement is strictly conditioned upon the Association's and/or the HAMCA Dock Manager's prior approval of the Authorized Vessel. Before Tenant may utilize the Boat Slip, Tenant shall have first satisfied the following requirements:

- a) Tenant and/or Owner shall fully complete the first page of this Agreement and deliver a copy to the Association by email to:
maintenance@myashlevmarina.com.
- b) The Authorized Vessel must pass an on-board inspection by the HAMCA Dock Manager. HAMCA Dock Manager will call the Owner listed on the first page of this Agreement to schedule the inspection. In lieu of an in-person inspection, boats under 5 years old may submit 3 current photographs of the Vessel taken within thirty (30) days of submission for review. Any inspection under this provision is solely for the benefit of the Association and cannot be relied upon by Owner, Tenant, or any third-party.

Inspections/review will result in 3 conditions:

- A) Pass – slip leasing may proceed
- B) Fail – The Association does not approve the slip lease for the vessel
- C) Conditional – slip leasing may proceed subject to correction of minor issue(s) that must be remedied within 10 days of mooring in the Boat Slip.

- c) Tenant will provide continuous proof to the Association of insurance required by this Agreement including all renewals.

5. Tenant's Prior Inspection. Tenant has inspected and examined the Boat Slip and the Marina facilities to Tenant's satisfaction and accepts the same "as is" and with full understanding that the Marina premises and facilities, including the Boat Slip, are subject to hazards from weather, fire, explosion, storms, waves, other vessels, currents, and wind action, and to other hazards (both common and unique) to marinas, as well as human error. Tenant voluntarily assumes any and all risks in storing and/or mooring Tenant's Authorized Vessel in the Boat Slip, including any and all risks arising from the Association's actions, inactions, or negligence.

6. Payment of Rent. Tenant shall pay Rent to Owner in advance, on or before the first (1st) day of each month of the Term. Rent shall be considered delinquent if not paid in full by the fifth (5th) day of the month, and Tenant shall thereafter pay a Delinquent Fee of \$ _____ per month as additional Rent until Tenant's account is brought current. If Tenant's Rent, including any late fees, is not paid in full by the fifteenth (15th) day of the month in which it is due, Tenant shall be in material breach of this Agreement, and Owner may immediately terminate this Agreement. If the Effective Date of the rental is a day other than the first of the month, the first and last month's Rent shall be prorated accordingly. Unless otherwise noted below, Rent shall be delivered to Owner's address shown on the first page of this Agreement.

Deliver Rent to: _____

7. Security Deposit. Prior to mooring the Authorized Vessel in the Boat Slip, Tenant shall pay to Owner a "Security Deposit" in the amount of one month's Rent. Upon Tenant vacating the Boat Slip at the expiration or earlier termination of this Agreement, and provided Tenant is not otherwise in breach of the terms of this Agreement, the Security Deposit shall be refunded to Tenant. Any delinquent Rents or damages caused by Tenant, the Authorized Vessel, or Tenant's guests, invitees, etc., shall be deducted from the Security Deposit.
8. Additional Charges. Charges for all services and necessities provided to Tenant and/or the Authorized Vessel by Owner must be paid upon submission by Owner of an invoice or statement to Tenant.
9. Additional Terms. Owner and Tenant further agree upon the additional terms and conditions set forth below, which shall not be inconsistent with the terms elsewhere set forth in this Agreement:

10. Master Deed; Rules and Regulations. Tenant acknowledges that the Boat Slip and the Marina facilities are subject to and governed by the terms of that certain Master Deed of The Harborage at Ashley Marina Horizontal Property Regime (the "Master Deed"), which is administered and enforced by the Association. Further, Tenant acknowledges that the Boat Slip and the Marina facilities are subject to and governed by the Rules and Regulations adopted by the Association from time to time. Current copies of the Master Deed and the Rules and Regulations are available on the Association's website (www.MyAshleyMarina.com). Tenant is responsible to carefully review and become familiar with the Master Deed and the Rules and Regulations prior to utilizing the Boat Slip and the Marina facilities. Tenant agrees to abide by all terms, commitments, and obligations governing the use of the Boat Slip and the Marina facilities as set forth in the Master Deed and the Rules and Regulations now existing and which may be hereafter established or modified by the Association from time to time, all of which shall be deemed incorporated herein by reference. Tenant is responsible for the conduct of Tenant's captain, crew, family, guests, family, invitees, agents, contractors, and the like, and shall ensure their compliance with the Master Deed and Rules and Regulations. Tenant acknowledges that occupancy pursuant to this Agreement is subject to the continuing approval of the Association, which approval may be removed at any time by the Association and/or the HAMCA Dock Manager for any violation by Tenant of the Master Deed and the Rules and Regulations of the Association.
11. Inspection by Owner and Association During Term. The Association, HAMCA Dock Manager and Owner shall have the right, but not the obligation, to at reasonable times and upon prior notice (including prior to Tenant gaining access to the Boat Slip, enter upon and inspect Tenant's Authorized Vessel to ensure its compliance with the Master Deed and the Rules and Regulations. The Association, HAMCA Dock Manager and/or Owner shall make

reasonable efforts to minimize the disruption of Tenant's ordinary use of the Boat Slip when conducting any such inspection. Notwithstanding the foregoing right of inspection, neither the Association, HAMCA Dock Manager nor Owner shall have any responsibility for the condition or safekeeping of Tenant's Authorized Vessel. Further, neither the Association, HAMCA Dock Manager nor Owner is responsible as warehouseman or bailee of Tenant's Authorized Vessel nor of any other property of Tenant or Tenant's captain, crew, family, employees, invitees, guests, agents, contractors, and the like. Tenant shall at all times and in all circumstances remain responsible for the safety, care, custody, operation and control of Tenant's Authorized Vessel, including the proper mooring and securing of the same.

12. Tenant's Responsibility for Authorized Vessel. Tenant is solely responsible for maintaining, protecting, and securing the Authorized Vessel against all elements, weather, break-ins, theft, damage, trespass, and any and all other hazards. Neither Owner, HAMCA Dock Manager nor the Association has any responsibility whatsoever for any such risks. Tenant acknowledges that the Marina facilities and surrounding areas are unfenced and accessible from the water, and Tenant agrees that neither the Association, HAMCA Dock Manager nor Owner shall have any responsibility for security of the Boat Slip, the Authorized Vessel, or other damages or losses. No signs, security cameras, warnings, or other notices now or hereafter posted by the Association and/or HAMCA Dock Manager shall imply that the Association or HAMCA Dock Manager has assumed any responsibility for the prevention or reduction of theft of or damage to Tenant's Authorized Vessel.

In the event any loss or damage to Tenant's Authorized Vessel is alleged to have occurred in whole or in part due to the fault of the Association, HAMCA Dock Manager or Owner, Tenant must report the claim to the Association, HAMCA Dock Manager and Owner in writing immediately upon discovery and prior to Tenant operating the Authorized Vessel or departing the Boat Slip in order to permit a full and proper inspection of the alleged damage. Neither the Association, HAMCA Dock Manager nor Owner will be responsible for any damage or loss to Tenant's Authorized Vessel or other property and contents, regardless of the cause, except where the damage or loss is solely and directly caused by their gross negligence, respectively.

13. No Warranty by Association. The Owner, the HAMCA Dock Manager and the Association make no warranties or representations whatsoever kind as to the condition or suitability of the piers, walks, gangways, ramps, mooring gear, or electrical and water services available at the Marina facilities. In entering this Agreement, Tenant has relied solely on Tenant's prior inspection of the Marina facilities and accepts the same as-is. The Association, HAMCA Dock Manager and Owner shall not be liable for any damage caused to Tenant's Authorized Vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the Tenant's Authorized Vessel caused, or allegedly caused, by any electricity provided to or sold to the Tenant by the Association.
14. Storms & Other Emergencies. In the event of emergencies, Tenant agrees as follows:
 - a) *Storm Warnings.* In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center affecting the Charleston region or nearby areas, it shall be Tenant's sole responsibility to be aware of such warning and to make all necessary and proper arrangements for the removal or relocation of

Tenant's Authorized Vessel from the Marina facilities, including the Boat Slip, or to ensure that the Tenant's Vessel is properly and safely moored or stored in a manner that will not cause damage to the Boat Slip or the Marina facilities. Tenant agrees to abide by all Rules and Regulations adopted by the Association from time to time addressing preparations for approaching storms.

- b) *Fires, Floods, Storm Damages, Criminal Activity, Other Emergencies.* In the event of an emergency (including, but not limited to: fire, flood, storm damage, criminal activity or other such circumstances as may arise) Owner, HAMCA Dock Manager and the Association shall have the right, but never the obligation, to enter upon Tenant's Authorized Vessel without notice and without Tenant's consent for the purpose of taking reasonable measures to secure or protect the Tenant's Authorized Vessel, the Marina facilities, other vessels, or other persons and properties from damage or risk of damage. In such emergency conditions, if Tenant is unable to contact Owner, HAMCA Dock Manager and/or the Association in time to avoid or prevent further damage to the Marina facilities, other vessels, adjacent properties and buildings, or persons at risk, Tenant shall have the right to make such emergency structural or other repairs as are reasonably necessary to prevent additional harm; provided, however, that Tenant may not authorize such repairs beyond that which is necessary to avoid the risk of such harm.
 - c) *Other Dangerous Conditions.* Any condition aboard Tenant's Authorized Vessel which, in the opinion of the Association and/or the HAMCA Dock Manager, constitutes a fire hazard, 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, fuel or other chemicals into the marina be detected, Tenant shall take immediate action to stop the discharge and immediately notify the Association, the HAMCA Dock Manager and Owner. Failure to comply will result in penalties in accordance with the Oil Pollution Act of 1990 and the general Water Pollution Control Act. The Association, the HAMCA Dock Manager and/or the Owner shall have the right to take any and all steps necessary to remedy any unsafe conditions on the Tenant's Authorized Vessel or clean any spillage of contaminants, with all costs thereof being solely the responsibility of Tenant.
15. Movement/Relocation of Vessel. Tenant agrees that the Association, HAMCA Dock Manager, and/or Owner (and their respective agents and employees) shall have the right, but not the obligation, to operate, move and/or relocate Tenant's Authorized Vessel during emergency situations, for the making of repairs to the Marina facilities, and/or when necessary for normal Marina operations, as well as to provide in and out service to and from the Boat Slip. The Association, the HAMCA Dock Manager, and the Owner shall have the right, but not the obligation, to adjust or correct lines, hoses and electric power connections when deemed necessary.
16. Damages Caused by Tenant. Tenant is responsible for any and all damages caused by Tenant (or Tenant's captain, crew, guests, invitees, family, agents, contractors and the like) to persons and property, including but not limited to the Marina facilities and other Association

property, other vessels, and the Boat Slip, including damage caused from the Tenant's wake.

17. Insurance Requirements. For the Term of this Agreement (as may be extended) and at all times while the Authorized Vessel is located at the Boat Slip or within the Marina's facilities, Tenant shall 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 shall name Owner, HAMCA Dock Manager and the Association as an additional named insured. All policies shall include pollution and salvage coverage. All commercial vessels will include gangway and extensions coverage on their commercial policy. Prior to gaining access to the Boat Slip, Tenant shall provide Owner, HAMCA Dock Manager and the Association a copy of the certificate of insurance evidencing the coverages required by this Agreement and reflecting Owner, HAMCA Dock Manager and the Association as an additional named insured. If, during the Term of this Agreement, Tenant's insurance is set to expire, lapse or otherwise end, Tenant must update the insurance coverage prior to its expiration to ensure continued coverage during the Term of the Agreement. Tenant shall provide all updated certificate(s) of insurance to the Owner, HAMCA Dock Manager and Association. The Association reserves the right to make or initiate claims when deemed necessary. Tenant must provide Owner and the HAMCA Dock Manager updated proof of insurance coverage prior to the anniversary date of the lease.
18. Non-Liability of Association, HAMCA Dock Manager and Owner. As an inducement to enter into this Agreement, Tenant, and Tenant's heirs, successors, and permitted assigns, agrees to hold harmless the Association, HAMCA Dock Manager, Owner, and their respective members, directors, managers, employees, agents, and independent contractors of and from any and all liability or damages for personal injury, loss of life, or property damages of whatsoever kind (including damages and losses caused by fire, theft, winds, currents, tides, floods, storm surges, ice, perils of the sea, earthquakes, tsunamis, and other casualties), to Tenant and Tenant's captain, crew, family, employees, invitees, guests, agents, contractors, the Authorized Vessel (and its appurtenant equipment, power, engines, accessories, systems), and personal property arising out of, or in connection with, the condition and/or use of the Boat Slip and the Marina facilities, except where caused by the intentional, willful, or grossly negligent conduct of the Association, or HAMCA Dock Manager or Owner, as the case may be. TENANT IS RESPONSIBLE TO INSURE AGAINST RISKS OF LOSS. Neither the Association, HAMCA Dock Manager nor Owner are responsible for Tenant's Authorized Vessel and the contents thereof, or any defects therein, and Tenant agrees to obtain adequate "all risks" insurance covering damage to the Authorized Vessel, all equipment therein or thereupon (including, but not limited to, speedometer pickups, depth sounder transducers, trim tabs, Bimini or canvas tops, radio or loran antennas, outriggers, flag masts, etc.), and all contents thereof (including but not limited to fishing equipment, electronics, water ski equipment, diving equipment, life preservers, or any other items of personal nature left or stored therein), for losses due to fire, theft, collision, winds, storms, accidents or like causes. Tenant hereby waives all claims against the Association, HAMCA Dock Manager and Owner arising from losses.
19. Indemnification. Tenant agrees that Owner, HAMCA Dock Manager and the Association, respectively, shall have no liability for injury to property or persons, including without limitation, to Tenant, Tenant's captain, crew, family, guests, invitees, agents, contractors, licensees, trespassers, and all other persons on or about the Authorized Vessel, except in the

limited circumstance where such injury shall be directly and proximately caused by the intentional, willful, or grossly negligent conduct of Owner, HAMCA Dock Manager and/or the Association, respectively. Tenant shall indemnify, defend, and hold Owner, HAMCA Dock Manager and the Association (including their respective members, managers, directors, employees, officers, and agents) harmless of and from any and all claims, demands, causes of action, or actions, of whatsoever kind, relating to the Authorized Vessel, any activities conducted or occurring thereon, and all events or occurrences relating in any way to the Authorized Vessel, its operation, its use of the Boat Slip and/or the Marina Facilities. This provision shall mean that Tenant shall fully satisfy any judgment against Owner, HAMCA Dock Manager and/or the Association in connection with any claim, regardless of the nature or theory thereof, for which Tenant is obligated to indemnify Owner, HAMCA Dock Manager and/or the Association. Owner, HAMCA Dock Manager and/or the Association may tender their defense to Tenant and require Tenant to fully defend them, or either of them, in connection with any such claim, or, at Owner's, HAMCA Dock Manager's and/or the Association's option, either may provide its own defense and demand full reimbursement from Tenant for its actual and reasonable attorney's fees, investigative costs, expert costs, and all other expenses incurred by them in defense of the claim. In the event either Owner, HAMCA Dock Manager and/or the Association elects, in their sole discretion, to settle any claim made against it, Tenant shall either satisfy the settlement amount or, if already paid, reimburse Owner, HAMCA Dock Manager and/or the Association for the amount so paid within ten (10) days of written demand. This indemnification requirement shall survive the expiration or termination of this Agreement.

In the event Tenant receives notice of any claim, or has notice of events that could give rise to a possible claim relating to the Boat Slip, the Marina facilities, HAMCA Dock Manager, the Association, or the Association's members, managers, directors, employees, officers, and agents, whether by Tenant, a third party, or otherwise, Tenant shall give prompt written notice to Owner, HAMCA Dock Manager and the Association of said events, or, if a claim has already been made, then Tenant shall provide a copy of the claim to Owner, HAMCA Dock Manager and the Association. The notice shall be a courtesy to Owner, HAMCA Dock Manager and the Association and shall in no way be deemed to create any duty or liability on behalf of Owner, HAMCA Dock Manager and the Association as to the claim. The notice shall be for the purpose of allowing Owner, HAMCA Dock Manager and/or the Association to notify its own insurance carriers, if any, of the existence of a claim or potential claim. Tenant shall not have to give notice of claims pertaining solely to Tenant or Tenant's Authorized Vessel which do not actually or potentially involve a claim against Owner, HAMCA Dock Manager, the Association, or the Association's members, managers, directors, employees, officers, and agents.

20. Owner's Non-Payment of Assessments. Use of the Marina facilities (including by tenants) is conditioned upon the timely and full payment of assessments charged to all Owners. If Owner falls in arrears on the payment of Owner's assessments to the Association, Owner and Tenant agree that upon written notice from the Association to Tenant of Owner's delinquency, Tenant shall thereafter make Rent payments directly to the Association, payable to "The Harborage at Ashley Marina Condominium Association" and referencing the Boat Slip's Locker Unit Number or the Owner's name on the payment. The Association will apply the payment to the Owner's account, after deducting a 15% accounting fee charged to Owner. Once the Owner's account is brought current, the Association will notify Tenant to resume

submitting Rent payments directly to Owner or Owner's authorized representative. Any excess funds received by the Association will be remitted to Owner. Tenant's failure to remit Rents to the Association after notice of Owner's delinquency in the payment of assessments is grounds to suspend Tenant's and Owner's use of the Boat Slip, the Marina facilities, services, utilities, and/or suspension of Tenant's parking tag.

21. Assignment and Subletting. Tenant has neither the power nor the right to assign this Agreement nor sublet the Boat Slip. Likewise, Tenant has neither the power nor the right to mortgage or otherwise encumber the rights created under this Agreement, without the prior written consent of the Association and Owner, whose consent to such action may not be unreasonably withheld, conditioned or delayed. Any unauthorized assignment, subletting, or other transfer shall be void, and, at the option of either the Association or Owner, may result in termination of this Agreement.
22. Remedies. If Tenant breaches this Agreement, the following remedies shall be available:
 - a) Owner's Remedies. If Tenant fails to timely pay all Rent as due and when due, Owner shall have the right to terminate this Agreement immediately and demand the Tenant remove the Authorized Vessel from the Boat Slip. As to all non-monetary defaults, should Tenant fail to keep or perform any other covenant or commitment of this Agreement, and thereafter fail to cure the default within 15 days after written notice of the default from Owner, this Agreement shall, at Owner's option, terminate immediately, and Tenant shall immediately remove the Authorized Vessel from the Boat Slip and the Marina facilities.
 - b) Association's and HAMCA Dock Manager's Remedies. Owner and Tenant agree that if Tenant, or anyone for whom Tenant is responsible (including but not limited to Tenant's captain, crew, guests, family, invitees, agents, contractors, and the like) engages in conduct that violates this Agreement, the Master Deed, or the Rules and Regulations, and Tenant thereafter fails to cure the default within 15 days after written notice of the default from the Association and/or HAMCA Dock Manager, the Association and HAMCA Dock Manager shall have the independent right to terminate this Agreement by written notice to Tenant at the address specified herein. Said termination shall become effective immediately upon the mailing of such notice. Tenant shall thereupon immediately pay all sums due to Owner and shall remove the Authorized Vessel from the Boat Slip and the Marina facilities no later than the fifth (5th) day following the receipt of the notice. Tenant agrees that such termination will result in the loss of any prepaid rent.
 - c) NOTICE: THIS AGREEMENT IS SUBJECT TO IMMEDIATE TERMINATION BY OWNER, HAMCA DOCK MANAGER OR BY THE ASSOCIATION, WITHOUT FURTHER NOTICE, IN THE EVENT TENANT, OR TENANT'S CAPTAIN, CREW, GUESTS, FAMILY, INVITEES, AGENTS, CONTRACTORS, ETC. ENGAGES IN ANY ILLEGAL DESTRUCTIVE, INDECENT, VIOLENT, DISORDERLY, RAUCOUS, THREATENING, INDECOROUS AND DISRUPTIVE CONDUCT OR CONDUCTS ANY BUSINESS OR TRADE FROM THE AUTHORIZED VESSEL WHILE MOORED IN THE BOAT SLIP OR OTHERWISE USING THE MARINA

FACILITIES.

- d) If any action is brought against Tenant by Owner, HAMCA Dock Manager or the Association to enforce the remedies set forth herein, including but not limited to the collection of Rents or other amounts due hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in the action. Owner and/or the Association shall have a maritime lien against the Authorized Vessel and its engines and equipment to secure payment of all sums due and owing from Tenant. Owner and/or the Association may sell the Authorized Vessel and its equipment, engines, and property stored therein to satisfy the amounts due, and in the event an *in rem* proceeding is instituted against Tenant's Authorized Vessel and Tenant/Authorized Vessel is seized or arrested by the U.S. Marshal Service, Tenant agrees that Owner (or the Association as the case may be) may serve as and be appointed the Substitute Custodian of Tenant and that the Authorized Vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the Authorized Vessel's fair market value at the time of the sale. In the event the Authorized Vessel does not sell for a sum sufficient to pay all amounts owed by Tenant, Owner and/or the Association shall be entitled to recover the amount of such deficiency from the Tenant.
 - e) If Tenant fails to remove the Authorized Vessel from the Boat Slip and the Marina facilities upon proper demand, Owner, HAMCA Dock Manager and/or the Association, as the case may be, shall have the right to remove the Authorized Vessel from the Boat Slip to a reasonably convenient anchorage using Tenant's mooring equipment, with the entire expense thereof, including towing cost, being Tenant's responsibility. Neither Owner, HAMCA Dock Manager nor the Association shall be liable to Tenant for damage to the Authorized Vessel, equipment or personal property located caused by the relocation or arising thereafter.
 - f) Owner's, HAMCA Dock Manager's and the Association's remedies shall be cumulative, and Owner, HAMCA Dock Manager and the Association shall as to Tenant have available all other rights and remedies available to them at law and in equity.
23. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party pursuant to the provisions of this Agreement, shall be in writing and shall be deemed to have been sufficiently given to or served upon the other party for whom it is intended (i) upon personal delivery; (ii) on the date of delivery as verified by a nationally recognized overnight courier service; or (iii) on the date of the signature receipt card if sent via U.S. Mail, postage prepaid, registered, or certified mail, return receipt requested, in each case addressed to Owner and Tenant at their respective addresses shown on the first page of this Agreement. For any notices or other communications directed to the Association and/or HAMCA Dock Manager, the following address shall be used:

Association: The Harborage at Ashley Marina Condominium Association, Inc.
c/o The Board of Directors

33 Lockwood Drive
Charleston, South Carolina, _____

A party may change its address by notifying all other parties of the change of address in the foregoing manner.

24. Miscellaneous Terms and Conditions.

- a) *Estoppel Certificate.* Tenant shall, from time to time and within ten (10) days of receiving notice from Owner, deliver to Owner a written certificate certifying that (a) this Agreement is in full force and effect; (b) this Agreement is unmodified, or, if there have been modifications, providing statements of such modifications; (c) that Tenant is not in default under this Agreement, or stating such conditions of default which may exist; (d) the amount of rents payable per month; and (e) other such reasonable information which Owner may request.
- b) *Severability.* 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.
- c) *Nonwaiver.* Should there be a waiver of any term or condition of this Agreement by any party having rights hereunder, 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.
- d) *Jurisdiction.* Any and all actions or disputes arising under this Agreement, or in connection with the Association, HAMCA Dock Manager and/or the Owner providing services to the Tenant and/or the Authorized 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. Tenant hereby consents to personal jurisdiction in the courts in the State of South Carolina for all claims. This Agreement shall be governed by the general maritime laws of the United States and the laws of the State of South Carolina.
- e) *Complete Agreement/Merger Clause.* This Agreement shall supersede any existing lease or other agreement between Tenant and Owner and any such lease or agreement shall be deemed null and void upon the effective date of this Agreement. No amendment to this Agreement shall be valid unless it has been approved in writing by the Association.
- f) *Execution in Counterparts.* This Agreement may be executed in two or more identical counterparts, all of which shall constitute one and the same Agreement, provided that in making proof of this Agreement, it shall not be necessary to produce or account for more than one such fully executed counterpart. Any signature attestation required by this Agreement may be transmitted via telecopier or email, and signature and attestations so transmitted shall be as binding as the original.

- g) *Effect of Master Deed.* Nothing in this Agreement shall be deemed to alter, amend, or in any way limit the terms of the Master Deed as between the Association and Owner. In the event of any conflict or ambiguity arising between the terms of this Agreement and the terms of the Master Deed, the terms of the Master Deed shall control in all circumstances.

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

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

Owner: _____
Name Signature Date

Tenant: _____
Name Signature Date