



1209 HIGHWAY 139
DANDRIDGE, TN 37725
865-397-7997

BERTHING AND MOORING LEASE AGREEMENT

This Lease Agreement made this ____ day of _____, 20____, between Lighthouse Pointe Marina & Boat Club, hereinafter referred to as Marina, and _____, of _____, City of _____, State of _____, hereinafter referred to as Boat Owner.

Marina hereby leases to Boat Owner and Boat Owner hereby takes by hire from the Marina (slip) (mooring space) number _____, dock _____, at Lighthouse Pointe Marina & Boat Club, and with electric outlet and separate meter subject to the terms and conditions as set forth herein.

1. Description of Boat:

Name of boat: _____ Registration # _____

Manufacturer: _____ Sail or power: _____ Length: _____

Type: _____

Residence Address: _____

_____ Phone: _____ Cell Phone: _____

Business Address: _____

_____ Phone: _____

Drivers License # _____

PERSON'S OTHER THAN OWNER AUTHORIZED TO OPERATE BOAT:

2. **Term:** The term of this lease shall be for a period of _____ months beginning on the date hereof. **This Lease shall automatically renew for successive 12-month periods** unless the Boat Owner provides to the Marina, no less than 30 days prior to the then effective term of this Lease, written notice of the termination of the Lease. Provided, however, if the Marina increases the annual rent, the Boat Owner shall have 30 days after written notification of such rent increase to provide written notice of the Boat Owner's election to terminate the Lease at the end of the then effective term.
3. **Rent and Fee:** The Boat Owner shall pay to the Marina for the use of this slip or mooring space the sum of \$ _____, payable in monthly installments of \$ _____ each, **due and payable in advance on the first day of each month. A 5% discount is available for full payment in advance.** If the Boat Owner fails to pay the monthly installment of the slip or mooring fee, on or before the end of each monthly period, a **late fee in the amount of \$5 per day** will be added beginning on the first date for which the monthly installment is due until paid in full.
4. **Boat Owner's Liability /Indemnity of Marina:** Boat Owner covenants to exercise due care in occupation of the leased berthing slip or mooring space and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Boat Owner shall release the Marina from any and all liability from loss, injury or damages to persons or property sustained while in or on Marina facilities or premises. Furthermore, the Marina shall be released from any and all claims, actions, proceedings, damage, and liability, including attorney fees, arising from or connected with the Boat Owner's possession and use, and shall request the **Marina to be named as an additional insured under the Boat Owner's liability policy and will furnish Marina with an endorsement evidencing such coverage.** The Marina does not carry insurance on the property of the Boat Owner. As the Boat Owner, I certify that the above boat is insured with:

Insurance Co: _____

Agent: _____

Address: _____

In Case of Emergency Call: _____

5. **Limitation of Marina's Liability:** Boat Owner acknowledges that he has inspected the berthing slip or mooring space leased herein and satisfies himself that the slip or mooring space is adequate for safe mooring of his vessel. This contract is not a bailment of Boat Owner's boat, but a lease of berthing slip or mooring space. The Marina's employees will make reasonable efforts to contact Boat Owner and notify him of dangerous conditions requiring his attention, but the Marina assumes no responsibility for attending mooring lines or moving boats from the berth to which they are assigned. The agreement is made subject to the Rules and Regulations of the Marina, attached hereto, and the Boat Owner agrees to comply with the same.
6. **Harbormaster's Lien:** Boat Owner further grants a lien to the Marina on the above described boat, and agrees that the Marina may take possession of said boat to secure the payment of the rents provided for herein and any materials and services furnished to the Boat Owner and the boat. Boat Owner shall not remove the boat from the Marina area until such time as all rentals and bills owing to the Marina are paid in full, including late fees as provided in above paragraph 3 and attorney's fee if collection is placed with an attorney for satisfaction of the liability. The Marina, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to boat

including but not limited to damage arising from the acts of third parties, and acts of God, except such damage as may arise from the gross negligence or willful negligence or deliberate acts of the Marina, its agents and employees. Further, if the monthly installment of the rent payments provided in paragraph 3 are more than 30 days in arrears, the Marina may at its sole option remove the boat from the rented slip and move it to a different slip, mooring space, or dry land storage until the arrear is paid in full and during which time the lease payments shall be at the same rate as provided in the Lease.

7. **Subletting Prohibited:** The slip or mooring space rented herein may not be sublet or assigned. The Boat Owner may not sublet or assign leased slip or mooring space nor shall Boat Owner slip a boat other than the one described above without written consent of Marina.
8. **Maintenance:** Boat Owner acknowledges that Marina does not furnish maintenance or repair services. Any such maintenance or repair services shall be contracted by the Boat Owner. The Marina assumes no responsibility for such repair service provided, however, the Marina reserves the right to suspend the privilege of any maintenance person on the marina premises.
9. **Rules and Regulations:** Boat Owner agrees to comply with the Rules and Regulations of Lighthouse Pointe Marina & Boat Club a copy of which are attached hereto and incorporated herein, and of which the Boat Owner hereby acknowledges receipt. In the event of noncompliance by Boat Owner or Boat Owner's guest(s). Marina may terminate this agreement and remove boat from slip or mooring space at the expense of Boat Owner.

IN WITNESS WHEREOF, the undersigned have executed or caused this instrument to be executed the date and year first above written.

LIGHTHOUSE POINTE MARINA & BOAT CLUB

BY: _____

BOAT OWNER

BY: _____