

# Boone Lake Marina Inc.

## Agreement to Lease Boat Slip/ RV Site / Dry Storage

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This Lease Agreement is made this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between BOONE LAKE MARINA, INC (hereafter referred to as "Marina"), with a business address of 452 Sportsman Dock Road, Piney Flats, Tennessee 37686, and \_\_\_\_\_ (hereafter referred to "Boat /RV Owner").

Marina leases to Boat/RV Owner and Boat/RV Owner hereby leases from Marina, that portion of Marina's property known to Marina as (select one) **1.Covered Slip #** \_\_\_\_\_ **2.Open Slip #** \_\_\_\_\_, **3.RV Site #** \_\_\_\_\_, **4.Dry Storage #** \_\_\_\_\_, **5. PWC Slip #** \_\_\_\_\_

### 1. DESCRIPTION OF OWNER AND BOAT/RV INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*\*\***(Required)Registration number:** \_\_\_\_\_

Description of Boat/ RV: \_\_\_\_\_ Length: \_\_\_\_\_

Home telephone: \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

CC Info: Type \_\_\_\_\_ Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Name as it Appears on Card \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone number: \_\_\_\_\_

\*\*\***(Required) Do you have insurance on your Boat/RV?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Insurance must be in-force during full term of reservation.**

**Insurance Carrier:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

Telephone/Address \_\_\_\_\_

Authorized Users When Owner Not Present:

\_\_\_\_\_  
\_\_\_\_\_

### 2. TERM, RENT AND FEES

Boat /RV Owner shall pay Marina, for the use of the berthing space, together with provided utilities for

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\$ \_\_\_\_\_ / \_\_\_\_\_. This is payable in advance at the offices of Marina. The term of this lease is starting \_\_\_\_\_. This lease automatically renews each year following unless Boat/RV Owner specifies a vacate date to Marina. Upon payment in full Boat/RV Owner is agreeing to renew lease for an additional year.

In the event Boat/RV Owner prematurely vacates slip/RV Site refunds are not given. The Boat/RV Owner may find a new tenant. Once lease has been signed and payment has been received by new tenant an early termination fee of \$200 will be retained by Marina and Boat/RV Owner will receive remaining balance credited to their account.

In the event of late payment, a 1.5% finance charge will be applied for each month payment is late. If Boat/RV Owner is 60 days past due on payment a Warning of Eviction Notice will be mailed. If payment in full is not received within 30 days of notice Boat/RV Owner will be mailed an Eviction Notice at which point the Boat/RV Owner will have 30 days to remove property and pay in full or legal action will be taken. Boat/RV Owner will be liable for all fees associated with the legal action, including but not limited to certified letters, court fees, lawyer fees, etc. Initial

### 3. AMENDMENT OF TERMS AND CONDITIONS

Marina reserves the right to alter or amend the terms and conditions of this lease or the Marina Rules and Regulations attached hereto and incorporated into this contract as Exhibit 1 from time to time and the tenant agrees that notice is proper by the following:

- A) Written notice to Boat /RV Owner; and
- B.) Prominent publication by notice on the Marina grounds.

### 4. BOAT/PWC/RV OWNER'S LIABILITY; INDEMNITY OF MARINA

Boat /RV Owner agrees to exercise due care in occupation of the leased berthing slip /RV Site and to vacate the space in good condition, with the exception of wear and tear occasioned by normal use. Boat Owner shall indemnify and hold harmless Marina from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from or connected with Boat /RV Owner's possession and use of the leased berthing space. Initial

Boone Lake Marina reserves the right to remove any Boat, PWC, or RV from BLM slips or RV sites if conditions of the unit are unsafe or a detriment to the environment. Boat/PWC/RV Owner agrees to fix the problem immediately. If the unit is not repaired within 10 days of notice of problem, Boone Lake Marina holds the right to discontinue the reservation without a refund and owner must remove their unit immediately. If unit needs to be removed, Boone Lake Marina will charge accordingly for the removal.

### 5. SECTION FIVE. LIMITATION OF MARINA'S LIABILITY

