

Boone Lake Marina Inc.

Agreement to Lease Boat Slip/ RV Site / Dry Storage

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. Monthly rentals consent to the above credit card being charged for any monthly rental charges 120 days or more overdue. _____ Initial

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

RV Owner understands that use of leased RV site is not year-round. RV sites are **not for permanent residence**. Water is shut off to all RV sites during the winter season and is turned back on in the spring at the discretion of the Marina. By initialing you are stating that you intend to use RV site for recreational and vacation use only – not for permanent residency. _____ 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/RV 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

