

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

RENTAL AGREEMENT

1600 N 2ND Street
Ft. Pierce, Florida 34950
772.465.2663 772.465.2714 fax

This agreement, entered into this ____ day of _____ 20__ by & between Taylor Creek Marina, 1600 N. 2nd Street, Ft. Pierce, St. Lucie County, Florida 34950, hereinafter known as the LANDLORD, and _____ who resides at _____

hereinafter known as the TENANT, subject to the following terms and conditions: This space rental agreement is for a period of twelve (12) months inclusive and may be renewable for additional monthly periods upon agreement of both parties as to rates, condition, space involved, and payment of all specified fees and services. **Twelve (12) month minimum rental period, non-refundable.** Management reserves the right to terminate this agreement within 30 days for any reason.

BOAT: Make _____ Model _____ Name of Boat _____

Year _____ Hull Number _____ LOA _____ Beam _____

Registration # _____ Height _____ Color _____

MOTOR: Make _____ Model _____ Year _____ HP _____ Serial # _____

Make _____ Model _____ Year _____ HP _____ Serial # _____

Make _____ Model _____ Year _____ HP _____ Serial # _____

Make _____ Model _____ Year _____ HP _____ Serial # _____

TRAILER: Make _____ Model _____ Year _____ VIN # _____

SPACE RENTAL FEES

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
SUB TOTAL \$ _____
SALES TAX \$ _____
TOTAL RENTAL FEES \$ _____
TWELVE MONTH TOTAL \$ _____

Tenant agrees that all charges for space rental, repairs, gas, oil, hardware, accessories or any other services or materials accruing under the terms of this contract shall give the landlord a valid lien upon the tenant's boat and/or motor and that no boat and/or motor shall be removed from the landlord's premises until all charges are fully paid.

It is agreed that the venue will be St. Lucie County, Florida. **FOR UNDOCUMENTED VESSELS, PURSUANT TO FLORIDA STATUTE SECTION 328.17. IN THE EVENT OF NONPAYMENT OF STORAGE, MARINA IS AUTHORIZED TO SELL OWNER'S VESSEL AT A NONJUDICIAL SALE.**

ALL FEES AND SERVICE CHARGES ARE DUE AND PAYABLE ON THE FIRST DAY OF THE MONTH. LATE FEES WILL BE CHARGED AFTER THE 10TH OF THE MONTH. A FINANCE CHARGE OF 11.2% PER MONTH OR 18% APR WILL BE CHARGED TO UNPAID ACCOUNTS.

Tenant's Insurance Co. _____ Exp. Date _____

Home Phone _____ Cell _____ Fax _____

E-mail _____

Alternate: Street _____ City, State, Zip _____

IN CASE OF EMERGENCY NOTIFY _____ Phone _____

TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT SUITABLE AND ACCEPTABLE.

LANDLORD TAYLOR CREEK MARINA

ACCEPTED BY TENANT(S): _____

BY: _____

ACCEPTED BY TENANT(S): _____

DATE: _____

DATE: _____

- 1.) LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other TENANTS will be exercised in an effort to assign dock space desired by the TENANT.
- 2.) The LANDLORD reserves the right to lease or refuse to lease to any person for any reason.
- 3.) It is agreed between both parties that the TENANT shall not assign, transfer or permit the use of assigned space to any other party without consent of the LANDLORD.
- 4.) TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle, and all other obstructions, and further agrees to throw nothing, included treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
- 5.) Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD cancel this lease agreement upon five (5) days' notice, and TENANT shall remove his boat from the harbor and premises
- 6.) If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay additional fees as applicable.
- 7.) The use of Harbor or Marina electrical outlets for the operation of power tools, battery charges, welders, air conditioners, heating units, etc. are prohibited except by special permission.
- 8.) The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
- 9.) The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
- 10.) The LANDLORD will not be responsible for delays in hailing, launching, occasioned by inclement weather or any other circumstances beyond its control.
- 11.) A TENANT may work on his own boat if such work does not interfere with the rights, privileges, and safety of other persons or property. The LANDLORD does not permit outside contractors on the property. Failure to abide by this requirement will result in direct violation of the rules and regulations and immediate cancellation of this agreement and forfeiture of any deposit or slip rental fees. Immediate removal of boat from LANDLORD property is required.
- 12.) Rent on space is DUE AND PAYABLE IN ADVANCE.
- 13.) TENANT duty authorizes LANDLORD, it's agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
- 14.) It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service, and/or materials have been paid in full.
- 15.) TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT ON BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
- 16.) In the event TENANT fails to remove his boat and property from the spaces rented to TENANT at the termination of the space rental term, LANDLORD may at its sole discretion: (1) charge to TENANT'S account rent daily on a prorated basis for each day portion thereof the space is occupied, (2) avail itself of the remedies provided in Paragraph seventeen (17), and (3) avail itself of any other remedy available to LANDLORD under the law.
- 17.) If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of the property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD
- 18.) INSURANCE: TENANT agrees that he/she will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. THE LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities: that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of the LANDLORD including, fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice collision or accident, or any other Act of God, whether said boat is being parked or hauled by and Agent of LANDLORD or not.
- 19.) Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
- 20.) TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. The boat will be entered by LANDLORD only for periodic inspection or for emergency service.
- 21.) IN CASE OF EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of the failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD in general, the TENANT shall be solely responsible for any and all emergency measures.
- 22.) DRY STORAGE SURVEY AND INSPECTION: The TENANT authorizes the LANDLORD to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. Tenant understands that this regulation is formulated, enforced and conducted solely for the protection of the TENANT. The promulgation and enforcement of these rules and regulations, the conduction of the survey, the failure to require or fully perform a survey with respect to other TENANT(S) will not subject the LANDLORD to any duty or liability to the TENANT with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the LANDLORD.
- 23.) DRY STORAGE PROTECTIVE COVERING: The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD
- 24.) REMOVAL OF PERSONAL PROPERTY: The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT THE LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OR PERSONAL PROPERTY LEFT IN THE BOAT.
- 25.) BOAT SINKING: In the event TENANT'S boat shall, for any reason - sink while berthed in a slip, at dockside, or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may, if TENANT cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all cost shall be at the TENANT'S expense.
- 26.) ENTIRE AGREEMENT: This agreement contains the entire understanding between the TENANT and the LANDLORD and no other representation or inducement – verbal or written, has been made which is not contained in this agreement. LANDLORD AND TENANT agree that if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

IMPORTANT INFORMATION

Anchor's Aweigh Marine and Taylor Creek Marina are dedicated to serve our customers and their guests with the best service. Our friendly staff is here for YOU. Please feel free to contact any attendant at any time for help with your needs or questions. The ONLY foolish question is the one you fail to ask. We are all here to make your visit and boating experience the best possible. Management personnel are normally on the premises at all times. If you have problems, special needs or special questions – please ask for us and we will take time to assist you.

NORMAL BUSINESS HOURS:

GATE CODE: _____

Monday – Sunday 8am – 5pm

We are closed Thanksgiving, Christmas, and New Year's.

We close at noon on Christmas Eve and New Year's Eve.

IF YOU WOULD LIKE YOUR BOAT PUT AWAY, PLEASE BE BACK AND READY BY 4:30PM

BACK IN – YOU WANT TO BE TAKEN OUT AND PUT AWAY.

NOSE FIRST – YOU'RE PLANNING ON COMING BACK SOON TO USE IT AGAIN.

No "FOR SALE" signs are permitted on the premises. Consignment sales are available through Anchor's Aweigh Marine Sales department. If you wish to sell your boat through another sales department, please move your boat to their sales location for your and their convenience.

GUIDELINES:

The Marina is private property for the use of its customers and their guests. Taylor Creek Marina and/or Anchor's Aweigh Marine are not responsible for lost or stolen property.

The docks and surrounding areas ARE slippery when wet. Use at your own risk. PLEASE USE EXTREME CAUTION.

Parents are responsible for their children. Very large machines are operating on the property. Please have your children with you and under your direct control at all times.

Pets are to be on a leash and under your direct control at all times.

The storage buildings are for employees only. Customers/Guests ARE NOT permitted in these areas. Violation will result in eviction from the premises. No Exceptions.

The marina is on city water. It is very expensive. Please use the water you need. PLEASE DO NOT WASTE THE WATER.

GUIDELINES (continued)

Service is available through Anchor's Aweigh Marine Service Department for all brands of engines and boats. All types of accessories are available. Please contact us for all your service and accessory needs. If you wish to have your boat serviced through another service department, please move your boat to their location for your and their convenience.

For our protection, the security gate is locked during non-business hours. To access the property, the security gate combination is available from the marina office. This service is available for our customers ONLY. Please do not give this code to any other person. Violation of this guideline will result in eviction from the premises and forfeiture of your deposits.

Please park in designated areas ONLY. Please do not park on the ramps or in front of Outside storage racks. If you need help loading or unloading your boat please contact one of our attendants and they will be happy to assist you.

BOAT OWNERS' RESPONSIBILITY:

Certain parking areas are designated for a limited time for loading and unloading. Please respect this time limit.

Put trim tabs in the up position – Replace drain plugs if you remove them – Lower boat antennas and outriggers – Store boat canvas.

Boat owners will be allowed to clean their own boats and perform minor maintenance only. Please contact the marina office to have you boat placed in a designated area. If you want to perform your own major work, please remove your boat to your property for your convenience.

Boat or motors leaking any hazardous substances cannot be allowed. Clean up damages will be charged to the owner. You are responsible for the customer's boat below your boat in the storage area. If your boat leaks on the boat below, you are responsible.

If you drink alcoholic beverages, please drink responsibly. Disrespect for alcoholic beverages on marina property will not be tolerated.

Fueling must be done by marina personnel only. The marina will not fuel boats prior to their storage due to the fire hazard. Fuel cannot be brought into the facility.

TRAILER:

YOU ARE ALLOWED ONE FREE UNLOAD – ONLY WHEN COMING INTO STORAGE. ONE FREE LOAD – ONLY WHEN LEAVING STORAGE. ANY OTHER TIME, IT COSTS \$5.50/FT TO LOAD, AND \$5.50/FT TO UNLOAD. (WE REQUIRE 48 HOUR NOTICE FOR ANY MOVEMENT OF TRAILER, NO WEEKENDS)

LEAVING STORAGE:

A departure form must be signed to discontinue the storage fee. **The fees will continue until this form is signed.** Without a signed form we do not know the date you left storage. Thank you.

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

OUTSIDE RACK USAGE GUIDELINES

Please abide by the following regulations as set forth in the guidelines:

- Outside racks are for cleaning and minor maintenance of your boat.
- Outside contractors are not permitted on the premises. All contract work must go through the service department.
- Major repairs (motor or major part replacement, lower unit removal, gas tank removal, fiberglass repair, painting, etc.) are not permitted. If you have **any** questions, please contact management.
- Oil or Fuel handling is not permitted (Oil changing, fuel filter replacement, Oil filter replacement, etc.).
- Temporary use of electric is permitted. Please ask about overnight use.
- Please dispose of trash in containers provided.

If you have any questions, please ask management (they know more than your neighbor – **guaranteed!**).

Thank you for your help in keeping Taylor Creek Marina clean and safe.

- Management

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

AVAILABLE SERVICES

ENGINE WARRANTY SERVICE

Yamaha – Mercury – Evinrude – Suzuki

ENGINE REPLACEMENT

Yamaha – Mercury

ENGINE REPAIR

From lower units to powerheads – we do them all

BOAT AND ENGINE PARTS

Small – Large (if we do not have it in stock, we will get it for you)

ELECTRONICS

Hour meter – Radios – Radar – Depth or Fish Finders – Small Units – Large Units

FIBERGLASS REPAIR

Minor Scratches – Painting – Major Repair

CANVAS

Top to Side Glass – Spray Shields – Full Covers

CLEAN UP

Simple Wash – Full Detail – Wax

BOAT SALES

New – Used – Consignment

WE DO IT ALL!

ASK US – CALL

772-465-2663

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

CREDIT CARD AUTHORIZATION FORM

FOR YOUR CONVENIENCE WE WILL KEEP YOUR CREDIT CARD ON FILE ALLOWING YOU TO PAY FOR YOUR STORAGE FEES, FUEL PARTS, SHIP'S STORE ITEMS, AND/OR SERVICE WORK ORDERS. THE SAME DAY THESE PURCHASES ARE MADE WE WILL AUTOMATICALLY DEDUCT THEM FROM YOUR CREDIT CARD.

YOUR STORAGE FEES AND THESE CHARGES ARE DUE ON THE 1ST OF EACH MONTH AND PAST DUE ON THE 10TH. IF WE DO NOT RECEIVE PAYMENT FROM YOU BY THE 10TH OF THE MONTH WE WILL TRANSFER ALL PAST DUE CHARGES TO YOUR CREDIT CARD.

WE ACCEPT MASTERCARD, VISA, AND DISCOVER

NAME AS ON CARD: _____

SIGNATURE: _____ DATE: _____

1ST CARD CHOICE (CIRCLE ONE) MC VISA DISC

CARD NUMBER: _____

EXPIRATION DATE: _____ CCV#: _____

(OPTIONAL) 2ND CARD CHOICE (CIRCLE ONE) MC VISA DISC

CARD NUMBER: _____

EXPIRATION DATE: _____ CCV#: _____

ADDRESS THAT CREDIT CARD BILLS GO TO:

I/we, _____, hereby authorizes **Anchors Aweigh at Taylor Creek** to charge \$ on a Monthly cycle, starting on the 25th of the current month and continuing for unlimited cycles until customer signs the departure form, to this account.

This authorization is to remain in full force and effect until **Anchors Aweigh at Taylor Creek** has received written notification from me/us of its termination in such time and in such manner as to afford **Anchors Aweigh at Taylor Creek** a reasonable opportunity to act on it.

X _____

THE ABOVE GUIDELINES AND RESPONSIBILITIES ARE SUBJECT TO CHANGE WITHOUT NOTICE. UPDATES WILL BE POSTED IN THE MARINA OFFICE.

I have read, I understand, and I agree to abide by all the above.

X

X

Anchors Aweigh Marine/Taylor Creek Marina

ANCHOR'S AWEIGH @ TAYLOR CREEK MARINA

PRE-WRITE

CUSTOMER

Name _____
Address _____
City _____
State _____
Zip _____
Phone (H) _____
Phone (C) _____
E-Mail _____
Fax _____

BOAT

Make _____
Model _____
Length _____
Year _____
Color _____
FL# _____
HIN _____
Name _____

MOTOR

Make _____
Model _____
SN _____

MOTOR

Make _____
Model _____
SN _____

MOTOR

Make _____
Model _____
SN _____

TRAILER

Make _____
VIN _____
Length _____
Axles _____
Tag # _____

DATE: _____

INSURANCE

Company _____
Expiration _____
Rate _____
Rack # _____

AUTHORIZED USERS

EMERGENCY PHONE NUMBER & NAME

PAYMENT INFORMATION

AUTO –

PAPER STATEMENT –

E-STATEMENT –

PIA –

SPECIAL NOTES