

JUPITER YACHT CLUB MARINA SLIP RENTAL AGREEMENT

5/8/04

This Slip Rental Agreement ("Agreement") is made this _____ day of _____, 20____, ("Effective Date") by and between _____, ("Slip Owner") of Slip # _____ at the Jupiter Yacht Club Marina, ("Marina"), and the undersigned ("Vessel Owner").

 ^ Owner Name ^ Company Name

 ^ Spouse / Other

 ^ Home Address

 ^ Suite / Apt.

 ^ City, State, Zip

 ^ Phone 1

 ^ Phone 2

 ^ Fax

 ^ E-Mail

 ^ Social Security #

 ^ Driver's License # / State

 ^ Vessel Name

 ^ Vessel Registration #

 ^ Vessel Make ^ Year ^ Length ^ Beam ^ Draft

 ^ (Sail/Power) ^ (Inboard/Outboard) ^ (Gas/Diesel) ^ Hull (Steel/Fiberglass/Wood)

 ^ Vessel Hull #

 ^ Vessel Insurance Company ^ Ins. Co. phone ^ Vessel Insurance Policy # ^ Vessel Value

 ^ Captain Name

 ^ Phone 1

PARKING PERMIT

 ^ Vehicle 1 - Year / Make

 ^ Vehicle 1 - License # / State

 ^ Vehicle 1 - Color Vehicle 1 Sticker #

 ^ Vehicle 2 - Year / Make

 ^ Vehicle 2 - License # / State

 ^ Vehicle 2 - Color Vehicle 2 Sticker #

Utility

30 amp

50 amp

 BEGINNING METER READING
 (To Be Entered By Marina)

Please provide all information in legible print. Vessel Owner shall assume full responsibility for keeping JYC Marina Dockmaster informed of any changes in the above information.

**JUPITER YACHT CLUB MARINA
SLIP RENTAL AGREEMENT**

5/8/04

The Undersigned "Vessel Owner" hereby contracts with "Slip Owner" to lease Marina "Slip" # _____, as set forth on the Site Plan of the Jupiter Yacht Club Marina, 400 So. U.S. Hwy.1, Jupiter FL 33477. The Slip shall only be occupied for the sole purpose of mooring the private pleasure craft described above as the vessel.

1. Term:

The term of this Agreement shall be for a period of _____ month(s) commencing on _____, and terminating on _____ (the "Expiration Date") (unless sooner terminated by Slip Owner pursuant to the provisions hereof). On the Expiration Date or upon any earlier termination of this Agreement, Vessel Owner shall quit and surrender the Slip to Slip Owner. No termination of this Agreement prior to the Expiration Date shall affect Slip Owner's right to collect all sums due hereunder, for any period prior to the Expiration Date unless this Agreement is terminated pursuant to 12 (c) or 12 (e) of this Agreement. Upon any early termination of this Agreement by Slip Owner, Vessel Owner shall have five (5) days to vacate the Slip and remove the Vessel and any and all other property belonging to Vessel Owner, his or her guests, family, crew, etc. from the Marina and all appurtenant property. If Vessel Owner fails to vacate the Slip within the 5-day period or upon the Expiration Date, if this Agreement has not been terminated early, Slip Owner shall have the right to charge Vessel Owner two (2) times the Rent and additional rent, if any, currently being charged under this Agreement or remove the Vessel from the Slip, without liability for any damage incurred as a result of such removal and at the expense of Vessel Owner for such removal and storage of the Vessel. Vessel Owner shall cause the Slip to be in the same condition as when Vessel Owner took possession of the Slip.

2. Rent:

Vessel Owner shall be responsible for the payment to Slip Owner of an amount equal to \$_____ per month, payable for a _____ month(s) period equalling \$_____ which is the "Rent" payable under this Agreement. It is agreed that fees and charges for supplies, maintenance, service and electricity are in addition to stated slip rental fee and are due and payable on the first day of the month following the fees and charges being incurred. Vessel Owner shall pay to Slip Owner a charge \$25.00 for each check that is returned to Slip Owner unpaid. Checks returned unpaid may be replaced only with a cashier's check or cash. All late fees and other charges and amounts due and payable hereunder shall be deemed to be additional Rent under this Agreement due upon the earlier of (a) demand by Slip Owner or (b) notice that payment is required.

3. Security Deposit:

Vessel Owner shall deposit with Slip Owner a non-interest bearing security deposit of an amount equal to one (1) month rent for Vessel Owner's faithful performance of this Agreement. Slip Owner may apply the security deposit to any obligation of Vessel Owner's faithful performance of this Agreement. Slip Owner may apply the security deposit to any obligation of Vessel Owner pursuant to this Agreement or the Rules and Regulations, including, without limitation, any damage to the Marina or other vessels moored at the Marina caused by Vessel Owner, his employees, agents, guests or invitees. Vessel Owner shall immediately pay over to Slip Owner any additional amounts for such obligations which exceed the security deposit called for herein. If Slip Owner utilizes the security deposit, Vessel Owner shall restore the deposit to the amount called for hereunder within three (3) days of written request by Slip Owner. Slip Owner may commingle the security deposit with other funds.

4. Utilities:

Slip Owner is responsible for electrical service. Slip Owner shall provide water at each Slip at no additional charge, the same being included in the Rent, provided, however, that Slip Owner reserves the right to levy additional charges, if, in Slip Owner's discretion, it determines that Vessel Owner is using proportionately more than other comparable sized slips at the Marina. Vessel Owner may contract for telephone service, which shall be billed, to the subscriber. Each Vessel Owner may subscribe for Cable service, if desired and all charges therefore will be the responsibility of Vessel Owner. Unless caused by the gross negligence or willful misconduct of Slip Owner, its agents or employees, Slip Owner shall not be liable to Vessel Owner for damages or otherwise, if utilities are interrupted or terminated because of construction, repairs, installations or improvements or any cause beyond Slip Owner's reasonable control, nor shall any interruption or termination relieve Vessel Owner of the performance of any of its obligations hereunder or be construed as a constructive or actual eviction of Vessel Owner from the Slip.

**JUPITER YACHT CLUB MARINA
SLIP RENTAL AGREEMENT**

5/8/04

5. Use Rights:

Vessel Owner acknowledges that this Agreement provides the right to use the Slip, together with the non-exclusive right to use all pilings, fixtures, and public areas jointly and in common with other patrons and invitees of Jupiter Yacht Club Marina Condominium Association, Inc. ("Jupiter Yacht Club"), lessees of slips, employees, agents and representatives. Vessel Owner acknowledges that this Agreement is solely for the mooring of the Vessel designated above. Vessel Owners rights under this Agreement are not a grant of an equity or ownership interest in Slip Owner's right, title or interest in the Marina, nor does this Agreement grant any vested or prescriptive right to or easement to use the Slip or any other portion of the Marina. In the event Vessel Owner desires to use the Slip for the mooring of a vessel other than the Vessel, then the terms and conditions, including the applicable fees and charges, may be modified at the discretion of Slip owner.

6. Marina Facilities:

Dockmaster must approve any dock box utilized by Vessel Owner prior to use at the Marina. Dock boxes are required to conform to size, style, color and location imposed by Dockmaster. It is understood and agreed that Jupiter Yacht Club is in the process of developing the Marina and surrounding property and Vessel Owner acknowledges that the Slip and the Marina may be affected by such construction and the noise, dust and increased traffic, both vehicular and pedestrian associated therewith. Further, Vessel Owner acknowledges that access to the Marina is non-exclusive to occupants of the Slips and that residents within the Jupiter Yacht Club and others may use the walkways and other facilities around the Marina as a pedestrian walkway, bicycle path or jogging trail subject to applicable regulations.

7. Lien for Storage Fees and Charges.

Vessel Owner hereby grants to Jupiter Yacht Club a lien on the above described Vessel and its contents for any fees and charges payable under this Agreement which are not paid when due. Jupiter Yacht Club may pursue all legal, equitable and admiralty remedies to perfect and foreclose said lien. The right of enforcement of the lien herein granted to Jupiter Yacht Club shall be in addition to any and all other rights and remedies available to Jupiter Yacht Club including, but not limited to, enforcement of maritime liens for dockage, salvage, supplies and/or other goods or services, if any, provided to the vessel by Jupiter Yacht Club or in connection herewith and shall not in any manner alter, waive or abrogate Vessel Owner's personal liability hereunder. Vessel Owner further agrees that Jupiter Yacht Club may retain the vessel by any means necessary until such time as all monies due Jupiter Yacht Club are paid. This Agreement incorporates Section 328.17, Florida Statutes under which Jupiter Yacht Club, may, after providing a notice to Vessel Owner at the above address, sell Vessel Owner's Vessel at a non-judicial sale in the event of non-payment of rent for a period of six (6) months or nonpayment of service charges for a period of three (3) months or in the event the Vessel Owner abandons or surrenders the Slip, or following execution of a writ of possession obtained pursuant to a final judgement of eviction. The rights available to Jupiter Yacht Club under Section 328.17, Florida Statutes, are in addition to any and all other rights which Jupiter Yacht Club has available to it under this agreement, its governing documents, by law or at equity. Vessel Owner shall be responsible for and pay any and all reasonable attorney's fees, costs, and all other charges incurred by Jupiter Yacht Club as the result of enforcing this or any other provision of this Agreement.

8. Reletting:

A Vessel Owner who removes a vessel for an extended cruise shall notify the Slip Owner or it's agent of the date of departure and anticipated return. Slip Owner reserves the right to re-lease and collect rental on the Slip during the absence of the Vessel Owner. Vessel Owner shall give the Slip Owner twenty-four (24) hours notice of his return to insure availability of the Slip.

9. Liability:

Slip use shall in no manner constitute a bailment of the Vessel by Slip Owner. Vessel Owner assumes all risk of injury, death or damage to himself, his family members, guests, crew, invitees, permittees or the Vessel and its contents and appurtenances, resulting from the use of the Slip or Marina Facilities or the Jupiter Yacht Club property. Vessel Owner releases and discharges Slip Owner and it's agents from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on Marina Facilities and the Jupiter Yacht Club property, including fire, theft, vandalism, windstorm, hurricane, high or low waters, hail, rain, ice, collision or accident, or any other Act of

**JUPITER YACHT CLUB MARINA
SLIP RENTAL AGREEMENT**

5/8/04

God, whether said Vessel is being parked or hauled by an agent of Jupiter Yacht Club Marina or not. Slip Owner makes no expressed or implied warranties or representations as to the condition of the Slip, other slips, piers, gangways, wharves or ramps and undertakes no duty to advise Vessel Owner of any hazardous conditions requiring the attention of Vessel Owner. Slip Owner shall not be liable for any injury to persons or property occurring at the Marina or on the Jupiter Yacht Club property, or any theft of, or from, the Vessel, regardless of whether or not the loss, damage or claim results from Slip Owner's negligence.

10. Indemnity of Slip Owner:

Slip Owner, Jupiter Yacht Club, and their agents shall have no liability for the care or protection of the Vessel, and Vessel Owner agrees to indemnify and hold Slip Owner, Jupiter Yacht Club and their agents harmless against any loss, damage or claim arising out of Vessel Owner's (or Vessel Owner's family members', guests', invitees', and permittees') use of the Marina or the Jupiter Yacht Club property or the operation of the Marina or the operation of the Vessel in the Marina, whether or not the loss, damage, or claim results from negligence or otherwise of Slip Owner, Jupiter Yacht Club or their agents. The foregoing shall include Vessel Owner's obligation to pay all attorney's fees and court costs actually incurred by Slip Owner, Jupiter Yacht Club or their agents in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom. Further, Vessel Owner hereby releases Slip Owner, Jupiter Yacht Club, and their employees, successors and assigns, from any and all liability for damages and personal injuries of whatever nature to Slip Owner, his family, guests and employees, Owner's Vessel, equipment and other gear or property belonging to Vessel Owner or in the custody of Vessel Owner or Vessel Owner's guests at the Marina and the Jupiter Yacht Club property. The terms of this Paragraph shall survive notwithstanding the termination of this Agreement by either party.

11. Insurance:

Vessel Owner covenants and agrees to at all times maintain in full force and effect comprehensive bodily injury and property damage liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and to cause Slip Owner and Jupiter Yacht Club Marina Condominium Association, Inc to be named as an additional insured thereunder. In addition, such policies shall provide that Slip Owner and Jupiter Yacht Club shall be entitled not to receive less than thirty- (30) day's notice of any cancellation of such policies or reductions in the amount or scope of coverage. Such insurance shall cover all property damage, personal injury or death arising from or connected with the use of the Marina, Jupiter Yacht Club, Slip or Vessel, and mooring of the Vessel, by Vessel Owner and Vessel Owner's family members, guests, crew, invitees and permittees. Vessel Owner agrees, and the applicable insurance policy shall provide that Vessel Owner's insurance shall at all times be primary, regardless of whether or not Slip Owner or Jupiter Yacht Club Marina Condominium Association, Inc. has any collectible insurance. Vessel Owner shall provide to Slip Owner Jupiter Yacht Club Marina Association, a Condominium, Inc. promptly, upon request, a true, correct and complete copy of the insurance policy (*with all endorsements*) maintained by the Vessel Owner pursuant hereto. Vessel Owner acknowledges that the minimum coverage limits of any policy may be increased from time to time as determined by Slip Owner, in its reasonable discretion.

12. Termination of Agreement:

Vessel Owner acknowledges that this Agreement may be terminated by Slip Owner or, Jupiter Yacht Club at any time prior to the Expiration Date, upon one of the following events:

- a. Non-payment of rent or any other charges due hereunder.
- b. Immediately upon the breach of any of the terms and conditions of this Agreement, the Declaration of Condominium of Jupiter Yacht Club Marina, A Condominium, Jupiter Yacht Club's Articles of Incorporation, By-Laws and Rules and Regulations, as amended from time to time. ("Governing Documents).
- c. As may be required by any law now or hereafter existing.
- d. Destruction of the Slip or Marina facilities by fire, storm or other calamity which, at Slip Owner's or Jupiter Yacht Club's discretion renders, the Marina and/or Slip unfit for its intended use.
- e. Upon written thirty - (30) day notification by the Slip Owner.

**JUPITER YACHT CLUB MARINA
SLIP RENTAL AGREEMENT**

5/8/04

Upon the termination of this Agreement pursuant to this paragraph, or any other provision hereof, Vessel Owner shall immediately remove the Vessel from the Marina, failing which Slip Owner may (*but shall not be required to*) cause the Vessel to be removed and to be moored, berthed or stored in the name of Vessel Owner at any other places in Palm Beach, Broward or Martin Counties, Florida, and Vessel Owner shall pay (or reimburse to Slip Owner, as applicable) all fees, costs and charges incurred in connection therewith. Slip Owner shall also have the right to secure the Vessel with a chain, or any other means deemed necessary by Jupiter Yacht Club, if Vessel Owner fails to remove the Vessel upon the termination of this Agreement. Slip Owner or Jupiter Yacht Club Marina Association, a Condominium, Inc. shall not be liable for any loss, damage or theft of, to or from the Vessel, or any injury or damages if Slip Owner or Jupiter Yacht Club causes the aforesaid removal or securing to be made.

13. Governing Documents:

The Governing Documents attached to this Agreement are incorporated herein. Jupiter Yacht Club may modify the Governing Documents from time to time as deemed appropriate by Jupiter Yacht Club and any such amendment shall be binding on Vessel Owner. By signing this Agreement, Vessel Owner acknowledges receipt of the current Governing Documents and that Vessel Owner has read and understands the same. Vessel Owner shall at all times comply with the Governing Documents as they may exist from time to time and Vessel Owner acknowledges that a violation of the Governing Documents shall be considered a default under this Agreement.

14. Corporate Ownership of Vessel:

In the event that the Vessel described above is owned other than by an individual, Vessel Owner shall provide to Slip Owner and Jupiter Yacht Club in a form reasonably acceptable, the following: (a) Certificate of Good Standing issued by the appropriate jurisdiction; (b) Authorization to enter into this Agreement; (c) Designation of authorized users who shall also provide such information to Jupiter Yacht Club as may be reasonably requested by Jupiter Yacht Club including but not limited to, telephone numbers, social security numbers, driver's license numbers, and credit information; and (d) Jupiter Yacht Club reserves the right to require a personal guarantee by such designees of Vessel Owner.

15. Governing Law:

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

16. Assignment:

This Agreement may not be assigned by Vessel Owner without the prior written consent of Slip Owner and Jupiter Yacht Club which may be withheld in the sole discretion of Slip Owner. Slip Owner may assign this Agreement in connection with any sale or transfer of the Marina property. Vessel Owner shall not allow the slip to be used by any other party, except as may be permitted hereunder or under the Governing Documents.

17. Non-Recordation:

This Agreement shall not be recorded in the public records of Palm Beach County, Florida.

18. Severability:

In the event any provision of this Agreement, or any portion of any provision of this Agreement shall be, for any reason, held to be invalid in a court of competent jurisdiction, the same shall not terminate or otherwise modify the remaining portions of this Agreement, which shall remain in full force and effect by and between the parties hereto.

19. Release of Information:

By signing this Agreement, Vessel Owner authorizes the disclosure and release of information to Slip Owner for investigating my qualifications as it deems appropriate, including without limitation Vessel Owner's credit history and authorize those persons or entities queried by Slip Owner to furnish to Slip Owner information requested by Slip Owner, including my credit history.

**JUPITER YACHT CLUB MARINA
SLIP RENTAL AGREEMENT**

5/8/04

20. Brokers:

Each of the parties represents and warrants that such party has dealt with no broker or finder in connection with this Agreement, and insofar as such party knows, no broker or other person is entitled to any commission or finder's fee in connection herewith. The parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

Signatures:

I, the Vessel Owner, have received a copy of the Jupiter Yacht Club Marina Rules & Regulations, and agree to comply with all terms and conditions as stated within the Rules & Regulations, and this Slip Rental Agreement.

Signature: _____
(Vessel Owner)

Print Name: _____ Date: _____

Signature: _____
(Slip Owner)

Print Name: _____ Date: _____

Documents received by Dockmaster: <input type="checkbox"/> Vessel Insurance <input type="checkbox"/> Vessel Registration <input type="checkbox"/> Inspection of vessel compliance by Dockmaster DM Initial _____
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Slip Approval

By execution hereof, Slip Owner and Jupiter Yacht Club Marina Association, a Condominium, Inc. acknowledges approval of the Vessel and approval of this Agreement:

Signature: _____
(Dockmaster)

Print Name: _____ Dated: _____

Signature: _____
(JYC Marina Board Member)

Print Name: _____ Dated: _____

Validation of this agreement requires signatures of Vessel Owner, Slip Owner, Dockmaster, and JYCM Board Member.