

In consideration for the covenants and conditions hereinafter set forth, CRA and Owner agree as follows:

City lease

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as _____. Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owners vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owners vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space to be used by Owner is identified as berth _____ on Pier _____ in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Marina Manager of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels.

3. Term

The term of this agreement shall commence on the _____ day of _____, 200_, and thereafter on a month to month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use