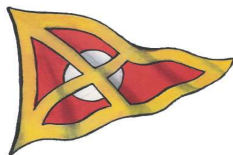


Key West Yacht Club



LEASE AGREEMENT AND MARINA RULES

THIS AGREEMENT is made and entered into on _____ (date), by and between KEY WEST YACHT CLUB, Inc., a Florida Corporation, located at 2315 North Roosevelt Blvd. (herein designated as "KWYC"), and:

_____ (Full Name)

_____ (Address)

_____ (Phone)

_____ (E-mail)

herein designated as "TENANT," in consideration of the promises hereinafter contained, it is mutually agreed as follows:

1. SLIP. KWYC grants TENANT the use of Slip # _____, as described on the KWYC Marina chart kept at the KWYC Dock-Master's Office. TENANT acknowledges that he has inspected the Slip and that the Slip is adequate for the safe mooring of his vessel.

2. VESSEL. The slip is to be used at the sole risk of the TENANT for the dockage of the following vessel:

_____ (Length and Manufacturer)

_____ (Vessel Name)

_____ (Year of Manufacture)

_____ (Registration Number),

which TENANT warrants is owned by him.

3. DOCKAGE. For the use of the Slip, TENANT shall pay KWYC the sum of \$ _____ per month (plus applicable sales tax), in advance each month. Dockage is due on the 1st day of each month, and is late if received AFTER the 10th day of each month.

Dockage is to be paid at the KWYC office during normal business hours. An automatic LATE FEE of \$50.00 shall be paid by TENANT for any Dockage not paid on or before the 10th day of each month, in addition to finance charges accrued on member billing.

4. RENTAL TERM. This Lease Agreement shall continue in effect from month to month, subject to thirty (30) days written notice of cancellation by either party. Failure by the TENANT to give thirty (30) days written notice of cancellation shall result in a full month's Dockage being due and payable immediately, which shall constitute liquidated damages in addition to any and all other damages. In the event that TENANT desires to use the slip for a different vessel that listed above, a new Lease Agreement must be executed.

5. UTILITIES. In the event KWYC provides TENANT with any utilities, such as electricity, water, cable, or sewage pump out, TENANT agrees to pay KWYC for same according to the schedule of charges for same kept in the KWYC Dock-Master's Office.

6. INSURANCE REQUIREMENT. TENANT shall carry not less than three hundred thousand (\$300,000.00) in general liability insurance (including environmental damage/clean-up liability TENANT may also provide adequate umbrella coverage showing vessel with a minimum of the primary acceptable to umbrella policy) on the Vessel, and shall deliver a **copy of proof of this insurance to KWYC** at the time of execution of this Lease Agreement. TENANT will also list Key West Yacht Club, Inc. as an additional insured and provide proof prior to occupying the slip. Thereafter, TENANT shall deliver a copy of proof of insurance renewals, as they occur, in order for KWYC maintain files confirming that at any and all times during this Lease Agreement TENANT has fully complied with this Insurance Requirement.

7. KWYC IS NOT RESPONSIBLE FOR THE VESSEL or PERSONAL PROPERTY. TENANT acknowledges and agrees that KWYC is not the insurer of the Vessel, and that at no time is the Vessel under KWYC's care, custody or control. It is expressly agreed that KWYC shall not be responsible for, or liable for, the care or protection of the Vessel, or for any loss or damage to the Vessel of any kind, including but not limited to loss or damage to the Vessel due to fire, theft, vandalism, collision, marina equipment failure (cleats, docks, bulkheads, pilings, etc.), windstorm, rain, flood, hurricane or other casualty loss. TENANT acknowledges that these provisions also apply to TENANT'S gear, tackle, equipment, valuables, and personal property of any kind, whether located on the Vessel, in the Marina, or on the Marina Property.

8. HOLD HARMLESS. TENANT, for himself and his guests, invitees, employees, agents, heirs, successors and assigns, hereby agrees to indemnify, defend and hold KWYC and KWYC's principals, employees, and agents harmless from: (a) any and all liability for loss or damage to the Vessel, its gear, equipment and contents for any reason, including KWYC equipment failure; (b) any and all loss, damage, liability, legal action or claim, of any nature, arising from the Vessel; (c) any and all loss, damage, liability, expense, legal action or claim of any nature arising out of TENANT'S use of the Marina facilities, the presence of TENANT'S Vessel, car, vehicle, or personal property at the Marina or on the property of KWYC; and (d) any personal injury or loss of life that occurs in or around the Slip or other

premises of the Marina, or on the property of KWYC, so long as such injury or loss of life was not caused by the gross negligence or willful misconduct of KWYC.

9. TENANT IS RESPONSIBLE FOR THE VESSEL – SEAWORTHY CONDITION. The TENANT, and only the TENANT, assumes full, complete and total responsibility for the Vessel, at all times. TENANT’S Vessel shall be kept in seaworthy condition at all times, so that it can leave the Marina under its own power in the event of fire, storm, hurricane, or other such emergency. KWYC is not responsible for inspecting TENANT’S Vessel for seaworthiness, but KWYC reserves the right to inspect TENANT’S Vessel at any time to determine seaworthiness.

10. TENANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS. TENANT shall be responsible for TENANT’S and TENANT’S VESSEL’S strict compliance with all laws, rules and regulations pertaining to TENANT and TENANT’S VESSEL, including but not limited to:

- a. Compliance with all USCG Rules and Regulations.
- b. Compliance with all federal, state, municipal, and maritime laws pertaining to air, water, upland/storm water runoff, use and storage of hazardous materials, waste disposal, and sewage disposal.

11. MARINA & DOCK RULES. TENANT acknowledges and agrees to comply with the following Marina & Dock Rules:

- (a) Garbage. No refuse or garbage shall be thrown overboard. All garbage shall be deposited in trash cans supplied by KWYC within the Marina. No fish, bait or chum is allowed in the trash cans.
- (b) Sewage/Human Waste. It is illegal to discharge any sewage or human waste into the waters of the Marina. Violation of this provision will subject the TENANT to immediate cancellation of this LEASE AGREEMENT; KWYC may order and direct the removal of TENANT’S Vessel from the Marina at TENANT’S risk and expense.
- (c) Live-Aboard. No person is allowed to reside permanently on any vessel in the marina, unless specifically approved by the KWYC Board of Directors. For the purpose of this provision, “reside permanently” means to stay overnight on a vessel more than seven (7) days per month. Temporary stays of more than three (3) consecutive nights must be approved in by the General Manager or Fleet Captain. Any vessel owner who is granted live aboard status accepts that monthly pump out of sewage is required and will be charged accordingly.
- (d) Boat Areas. The Slip and boat areas shall be kept clean and neat with no more than one storage or dock box per boat (not to exceed 3x7x3 feet). One freezer (not to exceed 3x5x3 feet) is also allowed **ON MAIN DOCK ONLY**. Freezers must be kept in good repair, clean, and painted.

- (e) Slip Assignment. Slips will be assigned in a manner that makes the most efficient use of the Marina, in the sole discretion of KWYC and the Fleet Captain.
- (f) Noise. In order to protect the quiet enjoyment of the Marina, loud and unnecessary noise such as loud music, loud talk, etc. will not be tolerated.
- (g) Fire Lane – End of Main Dock. By law, no vehicle may be parked in the fire lane or in a manner blocking the fire lane at the end of the main dock.
- (h) No Advertising. No advertising or soliciting of any kind is allowed in the Marina. This includes “for sale” signs on vessels or vehicles.
- (i) Contact Information. Tenants will complete a detailed contact information form with permanent residence address, business address, telephone numbers and email contact information.
- (j) Keys to VESSEL. TENANT must leave a boat key to each VESSEL with the Dock-Master, so that VESSEL may be moved in case of emergency. Boat keys will be kept in a locked box in the Dock-Master’s Office. **FLOAT PLAN IF YOU ARE NOT RETURNING TO MARINA**
- (k) Safe Mooring. All vessels shall be tied up in slips in a manner acceptable to KWYC, in its sole discretion. If KWYC determines a Vessel is not acceptably moored, KWYC may secure the Vessel and charge the TENANT a service fee for labor and materials required.
- (l) Hurricanes and Tropical Storms. Hurricanes and tropical storms are an ongoing threat to the KWYC Marina facilities and all Vessels moored therein. TENANT acknowledges and understands that he is solely responsible for securing his Vessel in a safe and proper condition before any major weather event.
- (m) Tenders. Tenders shall be stored onboard larger vessels, or in the water (wholly within confines of the Slip) at the discretion of the Fleet Captain. Tenders larger than 18’ are not permitted.
- (n) No swimming, diving or fishing. With the exception of repair work, no swimming or diving is permitted in the Marina. No fishing is permitted in the Marina.
- (o) Common Areas. The Marina dock and common areas are intended for the use and enjoyment of all KWYC members and their guests, and must be kept clean and neat at all times. No personal effects, equipment, tackle, or other items may be stored or left unattended in the common areas. Any such items will be removed and disposed of without notice

- (p) Disorderly Conduct. In order to protect the quiet enjoyment of the Marina, disorderly or indecorous conduct by a Tenant or any guest or visitor will not be tolerated. KYWC may, in its sole discretion, direct the immediately removal of the person and/or Vessel from the Marina.
- (q) Subleasing of Slips – Vacant Slip – Request to Change Slips. Tenants may not rent or sublease Slips, unless approved in writing by the Fleet Captain. If a TENANT vacates a Slip for a period in excess of seven (7) days, KWYC may lease the Slip to another Tenant during the period of TENANT'S absence, and KWYC shall retain any and all additional income collected thereby. A TENANT desiring to change Slips must submit the request in writing to the Fleet Captain for consideration.
- (r) Damages. KWYC is not responsible for any losses or damage to boats or other marine equipment. TENANT is responsible for any losses or damages caused by him or his Vessel to any other boats or any structure in the Marina.
- (s) Sunken Vessel. Any Vessel that sinks in the marina must be refloated or removed immediately by TENANT. If TENANT does not immediately refloat or remove the Vessel, KWYC will direct it to be refloated or removed and will charge TENANT for labor and materials required to do so.
- (t) No Commercial Activity. TENANTS may not conduct any commercial activity in the Marina area, including activity on Vessels.
- (u) Pets. Pets must be kept on a leash (or onboard the Vessel), at all times. Owners shall remove pet waste promptly, in a sanitary manner, without exception. KWYC will require the removal of any pet that it determines is not compatible with the quiet enjoyment of the Marina, in KWYC's sole discretion.
- (v) Vessel Maintenance. Only "light vessel maintenance" is allowed in the Marina, for example, boat cleaning and waxing. Moderate and major boat maintenance, for example, hull sanding, grinding, spray painting, pressure washing and the like are not allowed in the Marina, and must be performed away from KWYC property. Vessel maintenance should be performed between 8am and 5pm and in a manner least disruptive to the quiet enjoyment of the Marina.
- (w) Outside Contractors. All contractors (excluding housekeepers and boat washers) must register with the Dock-Master or General Manager prior to performing any work of any kind on any Vessel. All contractors must be insured and the TENANT requesting the work must confirm proof of insurance, as well as list the Key West Yacht Club as an additional insured. Contractor must sign a Release and Hold Harmless Agreement (available at Dock-Master's Office) before commencing any work on any vessel in the Marina.

- (x) Member Rates. KWYC member dockage rates are only available to members of KWYC in good standing, and apply only to member owned Vessels. Official Vessel ownership documentation must show that the Vessel is registered to a "member" or "members" of KWYC, in order to receive member dockage rates.
- (y) Vehicles are **NOT TO BE LEFT UNATTENDED ON DOCK!** Parking and operating space at the Marina is limited and must be used efficiently for the benefit of all KWYC club members. One vehicle per TENANT is allowed on the Marina Property. Light vehicles, such as scooters and bicycles must be kept in designated areas designed for such vehicles.

12. MARINA GOVERNANCE. The day-to-day operation of the MARINA is directed by three (3) designated persons, including the Dock-Master, the KWYC General Manager, and the Fleet Captain. Marina Policy, Dockage Rates and other regulations are determined by the KWYC Board of Directors.

13. NOT A BAILMENT. The TENANT acknowledges and understands that this LEASE AGREEMENT is not a bailment of the TENANT'S vessel, it is a lease of the Slip only, and KWYC's responsibility is limited to the maintenance and upkeep of the docks and piers immediately surrounding the Slip only.

14. EVICTION - 24 HOUR NOTICE. Failure of TENANT to abide by any and all provisions of this Lease Agreement shall constitute a breach of this Lease Agreement and KWYC shall have the right to evict TENANT and remove VESSEL upon 24 hours written notice to TENANT. If KWYC determines, in its sole discretion, that TENANT'S breach creates a dangerous or hazardous condition, KWYC may evict TENANT and remove VESSEL immediately and without notice. _____ **TENANT INITIALS**

15. FIRST LIEN. KWYC shall be entitled to a first lien for any labor or services of any kind, on, to or for the use or benefit of, the Vessel of TENANT described herein, and TENANT expressly grants KWYC a lien therefore in addition to other remedies and liens provided by Florida Statutes, admiralty law and federal law.

16. AMENDMENT. KWYC may amend the monthly Dockage rates, and any other term or condition of this Lease Agreement upon thirty (30) days written notice to the TENANT. No other amendment or modification of this Lease Agreement may be made unless in writing signed on behalf of KWYC by the KWYC General Manager or Fleet Captain.

17. APPLICABLE LAW, SEVERABILITY, ENTIRE AGREEMENT. This Lease Agreement shall be construed under the laws of the State of Florida, admiralty and maritime laws. In the event any one or more of the provisions contained in the Lease Agreement are held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Lease Agreement contains the entire agreement between the TENANT and KWYC.

18. ATTORNEYS' FEES. In the event of a dispute between the parties regarding the terms or enforcement of this Lease Agreement and Marina Rules, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party.

19. WAIVER OF JURY TRIAL. TENANT hereby expressly and voluntarily waives the right to a jury trial if one was so available under Florida Statutes, common law, admiralty, federal or maritime law.

BE IT KNOWN THAT, this Lease Agreement and Marina Rules has been reviewed and approved by the Board of Directors of the Key West Yacht Club, Inc. In addition to the specific remedies and sanctions described hereinabove, KWYC may, after written notice, levy fines upon TENANT in the amount of \$100 per day or per violation of this Lease Agreement and Marina Rules.

THEREFORE, this Lease Agreement is hereby agreed to and executed by:

TENANT

Key West Yacht Club, Inc.

_____ **(signature)**

By: _____
(GM or Fleet Captain)

LEASE ADOPTED – JUNE, 2022
REVISED – DECEMBER, 2023