

All Seasons Marina
827 Langtree Road
 Mooresville, NC 28117
704/892-3478

Term _____ **E-Mail: ALLSEA827@AOL.COM** **Due Date** _____
www.allseasonsmarina.net

LEASED SPACE _____ LOCATION _____ **TOTAL DUE**
Dock # _____ Slip # _____ \$ _____

NAME _____ PHONE _____

SPOUSE _____ PHONE _____
Last First Middle Res Bus

E-Mail: _____ SPOUSE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____

Boat Year _____ Maker _____ Model _____

Length _____ Beam _____ Serial # _____

Registration/Documentation # _____

All Seasons Marina (lessor) does hereby let and demise for the term of one year, unless otherwise specified above, to the above named and boat owner (lessee), the above described space at the lessor's marina on Lake Norman, Mooresville, NC, and lessee agrees to lease said space for the agreed term, subject to the terms and conditions on Page 2, 3, and 4.

Executed this _____ **day of** _____ **2010.**

By: _____
Lessor/All Seasons Marina

I have read and agreed to the terms and conditions of this agreement as set forth on Pages 2, 3, and 4 (Par. 1-17).

X _____
Lessee/Owner

RETURN TOP COPY OF PAGE ONE UPDATED AND COMPLETELY FILLED IN, WITH PAYMENT.

Method of Payment: Check # _____ VISA _____ MC _____ CASH _____

Credit Card # _____ ZIP _____ SEC CODE _____ Exp. Date _____

I authorize my rental fee to be charged to my credit card:

CREDIT CARD SIGNATURE: _____ (Eff.01/2004)

1. The space leased shall be that shown on Page 1.
2. The rental shall be that specified on Page 1. This rental shall be payable for one year, unless specified otherwise on Page 1. **ALL RENTALS SHALL BE PAID IN ADVANCE OF THE PERIOD COVERED BY THE PAYMENT.** No boat or other property shall be removed from the water until the full balance of the rental for the remainder of the term has been paid. Should this lease be terminated for any reason set forth herein or by any act of the Lessee, Lessee forfeits all monies paid to the Lessor.
3. **The relationship between the parties is solely that of landlord and tenant. Lessee accepts the leased space as is and with full understanding that Lessor makes no warranty expressed or implied, and assumes no responsibility for the condition, adequacy, or safety of the rental space. The parties recognize that marina storage is subject to hazards from weather, storms, wave and wind action, and to other hazards unique to marinas. Lessee has examined the premises to his satisfaction and voluntarily assumes any risk in mooring his property in the leased space. Lessor has no responsibility for safekeeping of the property or the condition of the same and is not responsible therefore as warehouseman or as bailer. Lessee agrees that Lessor will not be held responsible or liable for any damages or loss to or by said property, its accessories, equipment, gear, tackle or property either upon said property or upon the premises of Lessor for any cause whatsoever or for injuries to Lessee or invitees occasioned by any cause upon Lessor's premises. Lessee shall at all times remain responsible for the care custody, operation and control of his boat and for the proper mooring and tying-up of the same. Lessee shall hold Lessor harmless against any claim made by any person arising out of the use of Lessee's property or the leased premises.**
4. Disorderly or indecorous conduct by the Lessee, his family, or his visitors, which may, in the sole discretion of the Lessor, result in injury to a person, cause damage to the premises, or harm the reputation of the marina, will be cause for immediate termination of lease. **CHILDREN AND PETS MUST BE SUPERVISED AT ALL TIMES.** It is also agreed that the Lessee or member of his immediate family will accompany all invited guests to the Lessee's above described property. The Lessee agrees that the boat described herein will not be used as permanent living quarters. Lessee agrees to notify Lessor if his boat will be out of leased space for a period exceeding three days.
5. Electricity for leased space requiring lights only shall be furnished by Lessor at no additional charge. Lessor may require payment daily of additional rental for leased space requiring electricity for any other purpose. However, water may be turned off from November 1st to April 1st if it appears necessary to Lessor, in its sole discretion, to avoid freeze damage.
6. **This lease may not be assigned or the leased space sublet.**
7. Lessor reserves the right to move Lessee's boat to another leased space of comparable size and quality should it be deemed advisable to do so in Lessor's sole and absolute discretion or for the safety of the boat, and Lessor shall be free from any responsibility for any damage sustained by such boat either in the course of such movement or in its new location. The Lessor cannot and will not be responsible for water depth and makes no claim to available water at any slip at any time. In the event Lessee does not approve such move, Lessee may cancel this lease within ten (10) days thereafter and the unearned rental previously paid shall be refunded. In the event Lessee does not cancel this lease, such move to another space shall be deemed to apply to such other space.

Initial _____

8. Lessee agrees to keep the rented space neat, clean, orderly and free from all inflammable substances and will at all times preserve the rental space in the same condition as when leased to him (except for unusual damage caused by storm or fire). Lessee agrees that Lessor may repair any damage to the rented space during the duration of this lease and shall charge the costs of such repairs to Lessee's account (except such unusual damage as may be caused by storm or fire). Lessee further agrees to reimburse Lessor for the costs of placing the rented space in the same condition as when leased to Lessee at the termination of this lease.

9. Unless either gives notice to the other prior to the expiration date this agreement will be automatically renewed each year for an additional year at such rentals as may then be in effect for the demised space. Lessor reserves the right to cancel this agreement in its sole and absolute discretion by giving 10 days written notice to Lessee provided any unearned rental shall be refunded to Lessee.

10. Lessee will carry adequate comprehensive and public liability insurance in reasonable amounts covering his boat and warrants that such policy or policies will provide that in the event of a claim or loss to the Lessee the insurer will agree to waive any subrogation rights he may have to claim against the Lessor.

11. The leased space shall be utilized for the storage of a single boat for Lessee's personal use and for no other purpose. Lessee shall have an easement in common with other lessees over Lessor's adjoining premises as may be required to furnish access to the leased space. No boat or motor, while occupying the leased space, shall be sold or advertised or displayed for sale from the leased space. It is further understood and agreed that Lessee shall not, either directly or indirectly, in any manner, conduct or engage in any business or commercial activity on either the leased space or on any other premises of the Lessor, and Lessee shall have no easement or right of access either to the leased space or to any other premises of the Lessor for the purpose of conducting or engaging in any prohibited activity. Violation of this provision shall cause termination of this lease.

12. Upon violation of this agreement, Lessor, at its option, may terminate this agreement with or without notice. In the event of such termination, Lessor may retain any unearned rental for liquidated damages. Upon termination, Lessee will be notified in writing to remove his property from the leased space, and if it is not removed within five (5) days from the mailing of such notice, Lessor may remove the same at the Lessee's expense. In removing Lessee's property from the leased space for failure to make payments due hereunder or for any other violation of this agreement, Lessor may cause the same to be placed at any location either on or off the Lessor's premises. If the property remains on the Lessor's premises, it will be placed in daily storage and Lessee shall be responsible for the payment of an amount equal to the amount payable had the Lessor leased the space occupied at the daily rental rate then in effect for such space.

Initial _____

13. No boat or trailer shall be placed on Lessor's premises without Lessor's consent. Any such boat or trailer may be removed from such premises. If such boat or trailer shall be allowed to remain on the Lessor's premises, the same will be placed in daily storage and the owner shall be responsible for the payment of an amount equal to the amount had the owner leased the space occupied at the daily rental rate then in effect for such space.

14. Lessee agrees to pay Lessor or its subsidiary on or before the tenth of each month for all repair charges and other accounts due. In the event Lessee shall fail to pay as and when due all rental charges, repair charges and any other accounts due Lessor or its subsidiary the same shall bear interest at the highest legal rate not to exceed the rate of 2% per month; such charges, including accrued interest, will collectively be deemed rental charges due Lessor and, if placed in the hands of a collection agency, Lessee agrees to pay in addition to all such rental charges a reasonable collection fee. Lessor shall have a lien upon the property of the Lessee occupying the leased space for all such rental charges, including interest and collection in the event such charges are not paid upon written demand therefore, the Lessor shall be entitled to take possession of such property, to remove the same from the leased space, and to sell same at public or private sale, with or without notice, for cash or on such terms as Lessor may deem advisable, with the proceeds of such sale to be first applied to the payment of such charges, collection fees and all expenses of such sale, any balance after payment of all such amounts to be payable to the Lessee. As additional and alternative remedy, Lessor shall be entitled to treat lien, hereby given, as co-extensive with the lien created under N.C.G.S. Section 44A-2, Subsection (e).

15. It is agreed and understood that if Duke Power Company or any other agency assesses any operation or facility fees; the fees will be passed on to the Lessee in proportion to the space occupied by the Lessee. These fees will become due and payable immediately upon assessment by Duke Power Company or any other agency.

16. All outside contractors must supply proof of insurance and coverage which is acceptable to the Lessor prior to performing work at All Seasons Marina. All outside contractors must check in and out with Dock Master and will be permitted on the premises only during normal working hours, 9:00 AM to 5:00 PM Tuesday through Friday.

17. This agreement expresses the entire understanding of the parties and shall be interpreted under and governed by the laws of the State of North Carolina.

Initial _____