



5505 Sun Harbor Road

Panama City, FL 32401

Phone:(850)785-0551 Fax:(850)785-8268

Annual and Open Lease and Transient Agreement

This lease or Transient Agreement is made between Sun Harbor Marina Of Panama City, INC. of 5505 Sun Harbor Road, Panama City, Florida, 32401, herein called Lessor and herein called Lessee of this Lease or Transient Agreement.

Lessee hereby offers to Lease or Rent from Lessor described as a slip on the premises situated in the City of Panama City, County of Bay, State of Florida. Sun Harbor Marina of Panama City, Inc. 5505 Sun Harbor Road with the following TERMS and CONDITIONS:

1. Checking Out. Guests checking out of the marina shall report to the Marina's Office and settle their account prior to departure. All personal property shall be removed. Lessee shall notify the Marina's Office prior to removing their boat permanently from the Marina.

2. Annual Lease-Option to Renew or Terminate with Notice: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the right to renew. The option shall be exercised by the Lessee giving written notice to the Lessor not less than 30 days prior to the expiration of the initial lease term stating if the Lessee is renewing or terminating their lease.

3. Month to Month Lease-Option to Renew or Terminate with Notice: A Month to Month Lease will commence on the 1st of each month and terminate on the last day of each month. Provided that the Lessee is not in default in the performance of this lease and if no notice from the Lessee is given on these terms and conditions this lease will automatically renew on the 1st of each month. Terminating with notice, the Lessee shall give written notice to Lessor not less than 30 days prior to the expiration of this lease stating Lessee's terminating date.

4. Lessee's Payment Due Date, Delinquent Account and Default Account: Lessee's payment is due on the 1st day of each month and delinquent after the 10th day of the month. If Lessee is delinquent in the payment of slip/space or any additional harbor charges (including utilities), or delinquent in the performance of any other covenants or conditions hereof, Lessor shall, at its sole option, have the right to charge a late fee and interest (dollar amount subject to change without notice). If Lessee does not commence such curing and proceed with reasonable diligence and in good faith to cure this delinquent account by the 15th day of the month, this account will be in default and Lessor may terminate this lease effective immediately, changing the lease fee from a monthly to a daily rate and all storage charges thereafter shall bear interest at the highest legal rate. Lessee will forfeit security deposit and will remain liable for all fees incurred from the date of termination. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

5. Payment Options and Credit Card Approvals-Payments options are; cash, check, MasterCard, Visa, AmericanExpress, and Traveler's Checks. Lessee who grants permission to charge all slip fees or any incurred fees monthly to their credit card, by signing this agreement will service as their Signature of Approval and a copy along with their most current invoices showing all fees will be mailed to the Lessee. If the Lessee terminates their lease before expiration and fees are due, by signing this lease the Lessee is granting the Lessor permission to charge all remaining fees to their credit card on file.

6. Security Deposit: Lessee shall leave a deposit with Lessor the sum of 1 months rent with sales tax as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of said security deposit if Lessee terminates the lease prior to the terminating date.

7. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition. Lessee shall be responsible for all repairs required if any damage is occurred.

8. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, or improvements, in, to or about the premises.

9. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate the lease.

10. Utilities. All applications and connections for utility services on the leased premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, with the exception of the following; water and trash disposal.

11. Indemnification of Lessor. The Lessee and the vessel will indemnify and hold harmless Lessor for the consideration hereinbefore set forth, from any costs, expenses, damages and, against all claims, demands, loss damage, liability that may be asserted by anyone due to:

- a) Property loss of any type, property damage due to fire, theft, collision, storms, acts of God, acts of Government, acts of third parties or property loss from any other cause to said Lessee's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Lessee's vessel, or on the premises of the Lessor or to personal property of others on the vessel or Lessor premises; and
- b) Any personal injury death or illness arising from occupancy of use of the Lessor premises or facilities, where such injury, or damage is caused, in any part regardless of how slight, by the acts or commissions of the Lessee, his crew, agents, invitees or employees; and
- c) Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part , regardless of how slight, by Lessee, his crew, agents, invitees or employees.

12. Insurance. It is the full responsibility of the Lessee, at his expense, that he has in full force and effect liability insurance including bodily injury and property damage.

13. Eminent Domain: This agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by Lessee for his vessel. There is neither temporary nor permanent dominion, nor control exercised over said vessel by Lessor, but said control is to remain with the Lessee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of Lessee. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, the lease shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that day shall be apportioned as of the termination date, and any rent paid for any period beyond that day shall be returned to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu hereof.

14. Destruction of Premises: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease. Based upon the extent to which the making of such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the Marina in which the leased premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the leased premises be injured or not. A total destruction of the Marina in which the leased premises may be situated shall terminate this lease.

15. Attorney's Fees: If case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

16. Notices: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee's last known address, or at such other places as may be designated by the parties from time to time.

17. Extended Cruises or Vessel Maintenance: Lessee of vessel leaving for an extended time are required to give the Lessor a 3 day notice before departing on extended leave. Lessor management reserves the right to rent all slips/spaces while Lessee is departed on an extended leave. Lessee shall give Lessor a 3 day notice upon return of vessel to slips/spaces.

18. Emergency: Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the slips/space. In the event that an emergency has occurred during the Lessee's absence, Sun Harbor Marina reserves the right, but not the responsibility, to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of Sun Harbor Marina. Lessee agrees to reimburse Sun Harbor Marina for any and all costs it incurs on behalf of Lessee's vessel in emergency situations.

19. Fires and Dangerous Conditions: Causing or permitting charcoal fires or any other type of fire on the docks shall be a breach of these regulations. Lessee will immediately correct any dangerous or hazardous conditions on their vessels or caused by the Bessel upon notification of said conditions by Sun Harbor Marina.

20. Maintenance Work Within Slips: The extent of maintenance or repair work a Lessee may perform on his vessel while within a slip shall be at the sole discretion of Sun Harbor Marina. Painting, scraping, or repair shall not be permitted on the docks or finger piers.

21. Storage On Docks: Lessee shall not store or place supplies, bikes, equipment, dinghies, skiffs, surf boards, accessories, or materials or debris of any kind on docks or finger piers. Lessee shall not construct or place any lockers, chests or storage cabinets or similar structures on the docks or finger piers without the prior written consent of Lessor.

22. Noise: Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.

23. Pets: Pets shall be leash controlled and toilete in a designated area. At the sole discretion of Sun Harbor Marina, any pet deemed to be a nuisance and or aggressive may be banned.

24. Parking: Lessor reserves the right to limit the use of the parking areas and to make nominal parking charges for additional and regularly used spaces.

25. Live Aboard: No Lessee shall live aboard their moored vessel. No parties shall spend an extensive period of time onboard a vessel while moored at the marina without the written consent of the Sun Harbor Marina.

26. Signs and Advertising: No "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without permission of the Lessor. Lessor reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the Lessee. Similarly, the Lessee shall not affix or attach by any screws, nails, bolts or any other object, any article, fixture, or equipment to the docks without prior written permission of the Lessor. Advertising or soliciting for sale or lease of the vessel, appurtenances or property of whatever type shall not be permitted on any vessel within the Harbor without permission of the Lessor. Neither the vessel's nor Sun Harbors' address shall be used for business purposes without the permission of Lessor.

27. Garbage and Waste: Garbage, refuse or waste shall not be thrown or otherwise disposed of into the Harbor waters. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents, or inflammable liquids into the Harbor waters nor shall bilges be pumped while within the Harbor waters. Direct discharge marine heads without USCG approved treatment facilities shall not be used within the Harbor waters. Waste oil shall be placed in the waste oil tank provided for this purpose.

Pump out services are free to anyone who has a slip at Sun Harbor Marina. Please take advantage of this commodity.

28. Security Personnel: Lessor may employ security personnel for protection of Sun Harbor Marina's property. Security personnel are not responsible for Lessee personal property.

29. Electrical Outages: Lessor shall not be responsible for electrical interruptions or outages or the results or damages there from.

30. Outside Contractors: No "outside" contractors, service organizations or individuals will be permitted to undertake work on any vessels at Sun Harbor Marina or on Harbor property without the approval of Sun Harbor Marina.

31. Harbor Speed Restrictions: Lessee agrees to limit their vessels to a no wake speed while within the Harbor waters and the Sun Harbor Marina entrance.

32. Cleanliness of Vessels: Vessel topsides must be kept in a shipshape condition at all times and no laundry, towels, bathing suits or other such items shall be hung on boats or docks at any time.

33. Usage of Slip: Usage of marina is limited to slip assigned. Common spaces are for transit to and from the slip. No Lessee may moor or otherwise use another slip or along common spaces without specific written permission of the Lessor. Fishing, installation of traps, mooring of dinghies or any other such usage, is limited to the slip assigned.

34. Notice to Reassign or Relocate: Lessor at any time reserves the right to reassign the vessel to another slip within the marina with a 3 day notice to Lessee. Lessor reserves the right to relocate vessels for special events with a 3 day notice to Lessee.

35. Weather Conditions: Lessor shall have the right to require the Lessee to move its vessel from its docking space when it is determined by Lessor that weather conditions are such that allowing the vessel to remain would cause damage to the docking facilities. Lessor and Lessee shall jointly determine when damage exists to the Dock, to the Vessel or to people. In doing so, they will consider, among other things, recommendations made by the United States Coast Guard or other applicable authorities.

36. General Maritime Law: This is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America.

The Lessor provides the slip/space rental to Lessee on the basis that the Lessor relies on the financial credit of the vessel. The Lessor shall have a maritime lien against the above described vessel; her appurtenances and contents for sums due for the slip/space rental, services provided to the vessel, injury of damage to pier, piling docks, wharf, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire or other losses. It is further agreed that services provided by Lessor to Lessee or Lessee's vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.

37. It is full responsibility of the Lessee to make arrangements for the safety and protection of his boat and appurtenances.

38. Other Terminated Conditions: This agreement shall be in full force and effect, unless terminated under one of the following conditions:

- a) By breach or default of Terms and Conditions, or subsequent amendments, and as solely determined by the Lessor.
- b) By termination in writing or ten (10) days notice by Lessor.
- c) By breach of the warranties or agreements contained herein, said breach to be solely determined by Lessor.
- d) In the event the slip is sold to a third party.
- e) In event of a bona-fide, complete sell of the vessel to a third party.

40. Violations: Violations of the above Terms and Conditions, disorder depredations or indecorous conduct by Lessee, his crew, agents, invitees or employees that injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of Agreement at the discretion of Lessor. Violation of any State or Federal agencies shall be cause for Lessor to terminate this Agreement immediately and exclude the Lessee and his vessel from the Marina.

41. By signing this Lease Agreement the Lessee agrees to the Lessor's Terms and Conditions. Lessor at any time may change the Terms and Conditions without notice. The Lessee may review the current Terms and Conditions in the Lessor's office.

42. I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS THEREOF AND REALIZE AS THE LESSEE THAT I AM PERSONALLY RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN.

IN THE EVENT THE RENT REMAINS UNPAID FOR 6 (SIX)MONTHS SAID VESSEL MAY BE SOLD BY SUN HARBOR MARINA OF PANAMA CITY, INC. UNDER FLORIDA STATUTE 328.15 & 328.17 BY GIVING OWNER 30 DAYS WRITTEN NOTICE BY CERTIFIED MAIL TO THE ADDRESS PROVIDED BY LESSEE OR LAST KNOWN ADDRESS.

Lessee-Authorized Signature

Date

Lessor-Authorized Signature of Sun Harbor Marina Representative

Date