

SouthShore Marina Space Lease Agreement



SouthShore Marina, LLC
3072 Hwy 378
Leesville, SC 29070
803-532-4231
SouthShoreSC.Com

THIS IS A LEASE AGREEMENT (“Lease”) made this _____ day of _____, 20____, between South Shore Marina, LLC, with an address of 3072 Hwy 378, Leesville, SC 29070, herein called “Lessor” and the boat owner, _____, with an address of _____, City _____, State/Zip Code _____, herein called “Lessee.” For and in consideration of the covenants and promises stated herein, the Lessee does hereby lease, and the Lessor does hereby take as tenant upon the terms and conditions stated herein and for the amount of \$ _____/month, a deposit of \$ _____, and a maintenance fee of \$ _____.

- 1. USE** - By terms of this Lease Agreement, Lessee shall be allowed to dock/store/park their vessel and/or trailer at the SouthShore Marina, LLC in accordance with this Lease Agreement and SouthShore Marina’s Rules and Regulations. The Lessee shall not use the space for any illegal purpose or in any manner which violates any boating regulation or ordinance. This Lease Agreement is not transferable, without the Lessor’s consent, either to another person or for any vessel other than that specifically described in Attachment - A. In the event the Lessee desires to store a vessel other than the vessel described in Attachment – A, Lessee must first obtain the express written consent of the Lessor and pay any additional fees or charges which may be assessed by the Lessor as a result thereof. In addition Lessor reserves the right to lease or refuse to lease to any person for any good or pertinent reason.
- 2. LEASE TERM** - This Lease Agreement commences on the date shown above and terminates on March 31st of the following year, unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual boating season beginning and ending on dates other than the stated term of this Lease Agreement. No fee adjustments will be made for these conditions.
- 3. ACCESS AND RIGHT TO USE** - Lessee shall recognize that access to SouthShore Marina may be limited on occasion by capacity factors beyond the Lessor’s control. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated.
- 4. DEFAULT** – In the event that the Lessee shall default in the payment of the rent or fail to comply with any obligations contained in this Agreement, or violate any to the covenants in this Agreement, Lessor, at its own discretion, may declare this Agreement terminated by giving notice of such termination to Lessee. Failure of Lessor to enforce one or more of the remedies provided to Lessor in this Agreement shall not be deemed or construed to constitute a waiver of such default, violation or breach of any of the terms, provisions or covenants contained in this agreement. If the Lessor employs an attorney to collect rent or enforce any other rights of Lessor provided in this Agreement, Lessee agrees to pay reasonable attorney’s fees and costs.
- 5. TERMINATION BY LESSEE** - Should Lessee desire to terminate this Lease Agreement, Lessee must notify the Lessor in writing thirty (30) days prior to the end of the Lease period. If the Lessee’s intent is to terminate the Lease prior to the end of the Lease period the Lessee shall notify the Lessor in writing of their intent. The Lessor shall make every effort to fill the Lessee’s space in a timely manner, with the understanding that during this time the Lessee is responsible for lease payments and charges until said space is filled and another Lease Agreement is signed. Once the space is filled with a new Lease Agreement, the Lessee will be released from this Lease forfeiting all deposits and all prepaid considerations.
- 6. TERMINATION BY LESSOR** – Any breach or failure on the part of the Lessee to fulfill any part of this Lease Agreement and/or the Rules and Regulations shall give the Lessor the right to terminate this Lease Agreement without prior notice. In addition if at anytime it is considered by the Lessor to be in the best interest of SouthShore Marina or its tenants; Lessor reserves the right, after two (2) days notice, to terminate this Lease Agreement. Lessee shall pay all charges to account, all unpaid space rent, all service charges, and all boatyard charges prior to removal of vessel. Lessee shall also forfeit all deposits and all prepaid considerations. Once Lessee is notified of termination, the Lessee must vacate the Slip within 48 hours provided all rents, fees, charges and assessments have been paid. In the event Lessee fails to remove his vessel and property from the space leased to Lessee upon termination of the Lease, Lessor may at its sole discretion remove Lessee’s vessel from the slip and; (1)charge to Lessee’s account 3 X rent daily on a pro rata basis for each day the space is occupied, (2) avail itself of the remedies provided for in Paragraph 13, and (3) avail itself of any other remedy available to Lessor under the law
- 7. HOLD OVER** - Should Lessee fail to remove the Vessel upon termination of the Lease Agreement, Lessee shall be deemed a hold-over Tenant, and shall pay rent in accordance with the previous term under this Lease Agreement.
- 8. INSURANCE** - Lessee warrants that throughout the term of this Lease, at their own expense, keep and maintain in full force and effect complete marine insurance, including environmental spills and contamination, hull coverage, indemnity, and/or liability insurance and supply an insurance certificate to Lessor upon initiation of Lease. **Each such policy shall list**

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SouthShore Marina, LLC and SouthShore Properties, Inc. as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following written notice to Lessor. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels at SouthShore Marina or to SouthShore Marina's structures, equipment or facilities. Lessor does not carry insurance covering the property of the Lessee, Lessor will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of dock or marina facilities; that the Lessee releases and discharges the Lessor from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of Lessor, including fire, theft, vandalism, high or low water, hail, rain, ice, collision or accident, windstorm, or any other Act of God, whether said boat is being parked or hauled by an Agent of Lessor or not.

- 9. INDEMNIFICATION** - Lessee agrees to defend, indemnify and hold harmless Lessor, its Board Members, manager, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.
- 10. VESSEL IS IN GOOD CONDITION** - This Lease Agreement is contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good condition will not be admitted to SouthShore Marina. Failure to maintain the vessel in a clean, seaworthy, sanitary, and fully operational condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by SouthShore Marina, in its sole discretion. All decisions of the vessel's condition made by SouthShore Marina shall be final and binding on the parties.
- 11. LESSOR NOT LIABLE FOR FIRE, THEFT, ETC.** - Lessor and its manager will take all reasonable precautions to protect the safety and property of lessee. However, Lessor and its Manager assumes no responsibility for the safety of any vessel moored at SouthShore Marina and will not be liable for fire, theft, damage, vandalism, or injury to the Lessee or Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor the Vessel at Lessee's own risk.
- 12. BAILMENT** - This agreement is a Lease Agreement only, and it is understood and agreed that this Lease does not now or hereafter constitute a bailment. Except as otherwise provided herein, Lessee retains and has exclusive care, custody, control, and access to the vessel and its contents at all times. Lessor has no duty to secure, maintain, or otherwise protect the property of the Lessee, Lessor shall not be responsible for any loss or damage to any private property used or stored at the Slip or Marina.
- 13. CREATION OF LIEN** - Lessee hereby grants to the Lessor a landlord's lien as further consideration for the Lease Agreement, against the Vessel for all sums due the Lessor from the Lessee for slip rental, provisions, labor, storage, maintenance, fuel, or services in favor of the Lessor, which lien may be enforced by the Lessor according to the laws of the State of South Carolina, as well as pursuant to the maritime laws and customs of the United States of America. Lessee shall not remove the vessel from the Marina area until such time as all rentals and bills owing to the Marina are paid in full, including late fees, penalties, and all attorney fees.
- 14. NO WARRANTIES** - Lessee shall rent the slip from Lessor in its "as is" condition and acknowledges that SouthShore Marina makes no expressed or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas, or any utilities, gangways, fences, doors, locks, or any other aspect of SouthShore Marina. Lessee shall take good care of the Slip and, at the expiration or sooner termination of this Lease, surrender and deliver the Slip to SouthShore Marina in as good condition as when received by Lessee. Lessee shall not make any alterations, additions or improvements in or to the Slip or any area within the Marina Area without written consent from Lessor.
- 15. RELOCATION OF VESSEL** - Lessor reserves the right to reassign dock space, as well as any access way, parking and similar areas as they see fit using all efforts consistent with good business practices and the rights and desires of other Lessees will be exercised in an effort to assign dock space desired by the Lessee. Such change shall not, by itself, invalidate or terminate this Lease. Further, if the monthly installment of the rent payments are more than 15 days in arrears, the Marina may at its sole option remove the boat from the rented slip and move it to a different slip, mooring space, or dry land storage until the arrear is paid in full and during which time the lease payments shall be at the same rate as provided in the Lease. Once the boat is moved from its slip there is not guarantee that the slip will still be available once the arrear is paid in full. Lessor at its sole discretion may place the boat back in its original slip, relocate to another slip or terminate the Lease upon full and final payment.
- 16. SUNKEN VESSEL** - In the event that Lessee's Vessel sinks in its slip or within SouthShore Marina, Lessee will commence salvage activities within 24 hours of notice by SouthShore Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.
- 17. EMERGENCY SALVAGE ATTEMPT** - In the event that Lessee's Vessel is observed to be sinking or on fire while moored at SouthShore Marina, Lessee grants to Lessor without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel.
- 18. RENEWAL OF LEASE** - This Agreement is NOT automatically renewable. However, tenancy shall give Lessee renewal priority over another applicant for the slip up to March 1st of the year of the lease. Lessee must sign a new Space Lease Agreement and pay all annual fees to retain renewal priority after March 1st. This Lease Agreement shall be renewable only by signing a new agreement, and by payment in advance of the appropriate lease fee.

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- 19. RENT PAYMENTS** –All Slip Rent and Account payments, along with any applicable taxes, shall be paid by Lessee to SouthShore Marina monthly in advance of or on the first day of every month at 3072 Hwy 378, Leesville, SC 29070 or such other place as SouthShore Marina may designate in writing. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. Lessee may pay any and all sums due by cash, check, credit card, debit card, or other form of payment wherein a financial institution guarantees readily available funds.
- 20. LATE CHARGE** - Each and every Slip Rent and Account payment, late fee, or any other financial obligation of Lessee to SouthShore Marina not paid by the tenth (10th) day of the month in which it is due will incur a late fee of Twenty-Five Dollars (\$25.00). This charge will be added every month that payment is not received. Any rent payment, late fee, or any other financial obligation of Lessee to SouthShore Marina not paid by the fifteenth (15th) of the month shall be deemed in default. Any payments of any kind returned for insufficient funds will be subject to an additional charge of \$35.00 or the maximum charge allowed by law, and thereafter, SouthShore marina may require Lessee to pay all future sums due by credit card, debit card, money order or cashier's check.
- 21. RULES AND REGULATIONS** - Lessee shall comply with all the rules and regulations of SouthShore Marina during the existence of this Lease. Any crew and guests of Lessee are the responsibility of said Lessee, and must comply with all rules set by SouthShore Marina. Such Rules and Regulations are incorporated herein by reference. Lessee acknowledges having read the Rules and Regulations currently in effect. SouthShore Marina reserves the right to reasonably amend the Rules and Regulations in its sole and absolute discretion from time to time, and Lessee further agrees to comply with such amended Rules and Regulations. Any amended rule or regulation shall also automatically be incorporated herein. Failure by said Lessee or those under the responsibility of said Lessee to comply with the rules and regulations of SouthShore Marina or disorder, depredations, or indecorous conduct by such persons that might injure a person, cause damage to property, or harm SouthShore Marina's reputation shall be cause for immediate removal of the person/boat in question, without prejudicing SouthShore Marina's right to damages and any financial obligations of Lessee to SouthShore Marina.
- 22. AMANDMENT** – No representation or promises made by either party shall be binding on the parties except those representations contained in this Agreement or in some future writing signed by both parties.

I certify that I have read and agreed to the above terms and that I will agree to abide by the current Rules and Regulations of the SouthShore Marina

_____ Date _____ Rate: _____
LESSEE

By _____ Date _____
South Shore Marina, LESSOR