



## **SLIP RENTAL AGREEMENT**

This agreement made and entered into by and between Sardis Lake Marina, a Mississippi Limited Liability Company, as Lessor (Marina) and

\_\_\_\_\_ Lessee, "Slipholder" as follows:

### **SECTION I**

#### **AGREEMENT:**

The Marina hereby rents to slip holder that portion of the area known to the Marina as SLIP# \_\_\_\_\_, **(WITH)** **(WITHOUT)** utility service on the Sardis Lake (US Army Corp of Engineers Reservoir) ("The Slip"), subject to the terms and conditions as set forth herein. The particular slip leased to Slip Holder may be changed from time to time by the Marina. Such a change of slip shall not modify any of the other terms and conditions contained herein.

### **SECTION II**

#### **SLIPHOLDER'S REQUIRED INFORMATION**

##### **PERSONAL INFORMATION:**

Slipholder's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

D.L # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**BOAT INFORMATION TO OCCUPY THE SLIP**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Power:  Gasoline:  Diesel:  Sail:

Length over all: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Holding Tank: Yes  No  If yes then has Y-valve: Yes  No

Name/hailing port: \_\_\_\_\_ Serial#: \_\_\_\_\_

USCG Documented or State registration number: \_\_\_\_\_

Date registration expires: \_\_\_\_\_

Slipholder's Liability Insurer: \_\_\_\_\_

Policy#: \_\_\_\_\_ Broker's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**TRAILER INFORMATION IF AGREEMENT APPLIES TO STORAGE OF A TRAILER**

Manufacturer: \_\_\_\_\_ Serial# \_\_\_\_\_

Color: \_\_\_\_\_ Axels: \_\_\_\_\_ Tag#: \_\_\_\_\_

The described boat and/or trailer, any other boat that the Slipholder may have in The Slip, their appurtenance, equipment and contents, and any other property of Slipholder in or about The Slip are herein referred to as "The Boat".

**SETION III**

**TERM AND RENT**

1. The commencement date of This Agreement is \_\_\_\_\_. The term is for the balance of the current year, expiring on March 31, \_\_\_\_\_. Thereafter the term of This Agreement is 12 months. Unless written notice to the contrary is given by either party to the other prior to January 31 of the Lease year then in effect, the Lease will automatically renew on the expiration date for another one year term without further action by the parties, but at current Marina rates in effect on the date of renewal.
2. Upon Termination of this agreement by Section VII or VIII, Slipholder shall have two (2) days to vacate the Slip and remove The Boat and any and all other property belonging to the Slipholder, his or her guest, family, crew, etc. from The Marina and all appurtenant property. If Slipholder fails to vacate the Slip with the 2-day period The Marina shall have the right to charge Slipholder two (2) times the Rent and additional rent, if any, currently being charged under this Agreement or remove the Boat from the Slip, without liability for any damage incurred as a result of such removal and at the expense of the Slipholder for such removal and storage of the Boat.

3. Payment Calculation:

Slip Rent (subject to change): \$ \_\_\_\_\_

Trailer Storage (# months x \$25) \$ \_\_\_\_\_

Existing Slip Holder?

Yes  No

**Subtotal:** \$ \_\_\_\_\_

MS sales tax (7%): \$ \_\_\_\_\_

**Total Due:** \$ \_\_\_\_\_

Method of Payment      CHECK # \_\_\_\_\_      CASH       CREDIT

**Payment for the lease year is due in full on April 1 of the lease year.**

**SECTION IV**

**SECURITY FOR SLIPHOLDER'S OBLIGATIONS**

1. Slipholder grants to Marina a security interest pursuant to the Mississippi Uniform Commercial Code in The Boat to secure each and every obligation of Slipholder arising under This Agreement, the indemnity provisions hereof and/or for damage caused to the docks, pilings, bulkhead, utility lines and other property located at the Marina arising out of or occasioned by Slipholder's possession and/or use of the premises.
2. The Marina shall also have a Warehouseman's Lien for the amount of rent or other charges of Slipholder to Marina in arrears on The Boat to secure Slipholder's obligation to Marina under This Agreement in addition to such other remedies as may be herein provided. The Warehouseman's Lien of The Marina may be enforced in the same manner as provided by law relating to warehousemen's Liens by Mississippi Law. This Agreement shall constitute Lessor's warehouse receipt to Slipholder for the Boat described herein issued by The Marina as contemplated by Section 75-7-201 through 75-7-210, et. Seq. Mississippi Code Annotated (1972) as amended. Slipholder hereby acknowledges receipt of a copy of this Agreement.

**SECTION V**

**SLIPHOLDERS OBLIGATIONS**

1. SLIPHOLDER WARRANTS:
  - a. That all information in the Section II hereof is true and correct; and
  - b. That Slipholder is the registered owner of the boat and/or trailer described in Section II.
2. SLIPHOLDER COVENANTS:
  - a. To exercise due care in the occupation and use of the Marina and to timely vacate the same in good condition upon Termination of This Agreement;

- b. To maintain in full force and effect comprehensive bodily injury and property damage liability insurance on all boats in The Slip;
- c. To cause Marina (Sardis Lake Marina LLC) to be named as an additional insured thereunder and to deliver a copy of the declaration page with all endorsements of the policy to The Marina with is completed agreement and thereafter annually at renewal;
- d. To never assign or sub-lease, This Agreement or The Slip at any time, This Agreement being un-assignable and not subject to sub-leasing;
- e. That any work of any description on The Slip, or on The Marina's property contiguous to The Slip, shall be done only by an approved and permitted vendor of the Marina. Prior to the Work being done, the work or any other work to be done on or at The Slip or on Marina property will be arranged through the Marina and shall be done under the supervision of The Marina. Any such work shall be paid for by the Slipholder. The improvements may not thereafter be removed by the Slipholder and will be the property of the Marina, excepting boat lifts only bolted to dock structure.
- f. To comply with the Rules and Regulations of the Marina, a copy of which is attached hereto and incorporated herein by reference, and the Rules of The Marina as well as any additions or amendments which The Marina may make thereto to either thereof from time to time.
- g. To not berth any boat in The Slip other than the one described in Section II unless written consent is first obtained from The Marina.
- h. To do no advertising and/or solicitations of business or sales of merchandise in, on or around The Slip or The Marina's property unless specifically permitted to do so;
- i. To not engage or allow anyone else to engage in commercial activity at The Slip or other Marina property without a commercial permit issued by The Marina.
- j. To post or erect no signs at The Slip or on The Marina's property without prior written consent of The Marina
- k. To never live aboard a boat in The Slip or permit anyone else to do so per US Army Corp of Engineers policy.
- l. To not keep or store any property on any dock in The Marina overnight except as permitted by the Rules and Regulations of The Marina; and
- m. To maintain current the Boat's Documentation with the USCG, or, if The Boat is required to be Registered by Mississippi Law, its registration with the State of Mississippi;
- n. To pay cost of collection, including reasonable attorney's fees, which may be incurred by The Marina in the enforcement of its rights under this agreement, whether or not suit is filed.

## **SECTION VI**

### **USE OF PREMISES, WAIVERS, INDEMNITIES AND LIMITATIONS**

1. Slipholder waives all causes of action against The Marina and its employees, officers, and agents, for any and all damage sustained by Slipholder as a result of the use of The Slip or The Marina's contiguous property, or under any insurance policy, regardless of cause.

2. Slipholder shall indemnify The Marina and its employees, officers, and agents and hold it harmless against all claims, actions, proceedings, damages and liability, including actual attorney's fees and all cost of defense and investigation arising out of or occasioned by Slipholder's possession and/or use of the premises.
3. Slipholder acknowledges that Slipholder has inspected The Slip and The Marina's contiguous property, and Slipholder is satisfied that it is an adequate mooring for Slipholder's boat. Water and nominal electricity are furnished for the slip per Section I; however, The Marina shall have no liability for interruption of utilities or disconnection of the vessel from any utility line for any reason. In the case of higher than normal electrical usage, a fee shall be paid by the Slipholder at a rate determined by The Marina. The Marina shall not be liable for the adequate mooring, care or protection of The Boat or for the security of the gear, equipment or contents thereof. The Marina shall not be considered an insurer of The Boat or the equipment or contents thereof for any purposes.
4. The terms of this section shall survive notwithstanding the termination of this Agreement by either party.

#### **SECTION VII**

##### **SLIPHOLDER'S RIGHT OF TERMINATION**

Slipholder may terminate this contract at any time given 30 days written notice; however termination of this contract will not provide Slipholder cause to make a claim for any return of any lease payment already made, including pro-rations. Payments made are non-refundable. Verbal notification is not sufficient.

#### **SECTION VIII**

##### **DEFAULT**

Slipholder will be in default hereunder if:

1. Slipholder fails to pay the rent called for hereby in the amount, and as and when due;
2. Slipholder fails to pay any charges for electricity or other services in the amount, and as and when due;
3. Slipholder fails to pay any Sales Tax due to the Marina;
4. Any information in Section II hereof is false;
5. Slipholder fails to honor any waiver or indemnity provision of This Agreement;
6. Slipholder violates any of The Marina's Dockside Procedures, Rules and Regulations or its Harbor Rules;
7. Slipholder violates, is in default of, or fails to pay as and when due any other obligation to The Marina arising under This Agreement.

#### **SECTION IX**

##### **REMEDIES ON DEFAULT**

1. In the event of a continued Default by Slipholder for ten or more days after written notice by The Marina mailed by United States mail to the address shown in Section II, or last known

address, The Marina may do any, some, or all (without prejudice to any remedy) of the following:

- a. Place The Boat under lock and retain the same pending a cure of the default by Slipholder;
- b. Terminate this Agreement;
- c. Move The Boat to another slip or remove to land on Marina property.
- d. The Marina may foreclose its Security interest in The Boat in the manner authorized by the Mississippi Uniform Commercial Code. It is agreed and stipulated that advertising The Boat for sale at a time and on a date certain mailed to Slipholder by United States regular mail to the last known address of Slipholder, and published in a newspaper of general circulation in Panola County, Mississippi once a week for two successive weeks, followed by a sale no less than ten (10) days following the date of the first publication is commercially reasonable. The first publication date of the Notice of Sale, not the sale itself, shall pass all subsequent legal rights in the property to The Marina under this paragraph without recourse of any kind whatsoever. At such public or private sale The Marina shall have the right, but not the obligation, to bid on, and if it is the highest bidder, to purchase the subject property. Slipholder shall have the right at any time prior to the sale to redeem Slipholder's ownership by payment in full of all delinquent charges, attorney's fees and all related expenses incurred by The Marina, and removing The Boat and other personal property from The Marina; or
- e. The Marina may enforce its Warehouseman's Lien in the same manner as provided by law relating to Warehousemen, in Sections 75-7-201 through 75-7-210, et. Seq. Mississippi Code Annotated (1972), as amended.

#### SECTION X

#### **AMENDMENTS**

This Agreement contains the entire agreement between the parties hereto and may not be changed or amended except by written instrument duly executed by the parties hereto. The Marina may modify from time to time the Rules and Regulations attached hereto and incorporated herein by reference. This Agreement is binding upon the parties and their respective heirs and successors.

INTENDING TO BE LEGALLY BOUND, the parties have executed This Agreement in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### **THE MARINA**

#### **SLIPHOLDER**

SARDIS LAKE MARINA LLC

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Must be the registered owner of the Boat and/or Trailer