



SLIP RENTAL AGREEMENT

ANNUAL LEASE

STRIPERS LANDING MARINA

Slip # _____

This agreement made and entered into this 1st day of _____, **2020** between Stripers Landing Comprehensive (Lessor) and _____ (Lessee).

- 1) In consideration of the sum of **\$ 800** DOLLARS postmarked by **January 1** and the mutual covenants and agreements contained herein, Lessor hereby grants to the Lessee exclusive right and privilege to use and occupy the referenced boat slip at Stripers Landing Marina, Franklin County, Virginia, for the purpose of a berthing space for Lessee's watercraft together with the right of usage, in common with other authorized persons, to the common convenience docks, boat storage area, boat ramp, and other future marina assets along with pathways, walkways and other means of ingress and egress to and over the Stripers Landing Marina. Under this agreement Lessee is entitled to store the trailer (as indicated below) designated for the boat berthed in this assigned slip, in the boat storage compound based on space availability in the compound.. If payment is not received by said date, the lease will be terminated and the slip will be re-assigned. It is the responsibility of the Lessee to verify that payment was received by contacting the Comprehensive at: www.striperscomp@gmail.com.
- 2) The slip will be used for recreational, non-commercial purposes for the berthing of Lessee's watercraft together with appliances, gear or apparatus used in connection therein. Only one watercraft is allowed per slip.
- 3) Appliances, gear or other apparatus used in connection with the watercraft, (e.g., coolers, anchor, motor, life preservers, skis, containers, inflatable devices, fishing equipment, etc.) may not be stored on the slip or dock, and if stored in the watercraft will be at the sole risk of loss or damage of the Lessee.
- 4) The watercraft and all appurtenant appliances, gear or other apparatus used in, or in connection with, the watercraft shall be registered, identified, equipped and maintained as required by law and safe practice.
- 5) Lessee will have the watercraft insured with complete marine coverage including liability and will be responsible for personal injury or damage caused to other boats in the marina or facilities thereof and as such will be solely responsible for the proper and safe use of the berthing slip, watercraft and appurtenances, appliances or other apparatus of the Lessee.. Lessee covenants to exercise due care in the occupation of the berthing slip and to vacate the same in good condition, normal wear and tear accepted.
- 6) Lessee and Lessee's guests and invitees shall conduct themselves in a safe and polite manner so as not to disturb other parties' rights to use the marina or adjacent property.
- 7) Lessee shall be responsible for all loss, damage or injury caused by the action or failure to act by Lessee or Lessee's guests or invitees suffered by Lessor or third parties and shall indemnify Lessor against all claims, actions, proceedings, damages and liabilities, including attorney's fees, arising from same.
- 8) Lessee will provide the ALL identification information required (highlighted) at the bottom of this

agreement and will advise Lessor of any change in such information, new boat or new sub-lease tenant, within 30 days. Please contact the Comprehensive at: www.striperscomp@gmail.com with this information as well as obtaining decals and hangtags required.

9) Lessee acknowledges that he has inspected the berthing slip and satisfied himself that the berthing slip is adequate for safe mooring of his watercraft.

10) Lessor assumes no responsibility for the maintenance or supervision of the watercraft but may make reasonable efforts to notify lessee of dangerous conditions known by Lessor requiring Lessee's attention.

11) Lessor shall not be liable, to the extent allowed by applicable law, to Lessee, Lessee's guests or u for personal injury sustained as a result of the operation of Lessee's watercraft or use of Stripers Landing Marina by Lessee, Lessee's guests or invitees from theft, vandalism, fire, natural elements or other cause.

12) Lessor shall, from time to time, provide rules and regulations governing the use of Stripers Landing Marina. Lessee agrees to abide by all such rules and regulations as same may be altered or amended by written notice to Lessee or by publication by posted notice at Stripers Landing Marina. Should User violate the terms of this agreement by non-payment or any other means, or rules and regulations pertaining to Stripers Landing Marina, Lessor may immediately terminate this agreement and require Lessee, his guests or invitees, and all property owned by Lessee, his guests or invitees, to vacate Stripers Landing Marina.

13) Upon termination of this agreement, whether by expiration according to its terms or any other cause, the Lessee will cause all property of the Lessee, his guests or invitees, on or at Stripers Landing Marina to be removed immediately. If such property is not so removed Lessor shall have the right to have such property removed and stored and/or disposed of at the sole risk and expense of User.

14) Lessee shall immediately notify Lessor of a necessity of repairs to the marina or of any dangerous condition requiring Lessor's attention. All repairs, changes, alterations or modifications to the marina will be accomplished by the Lessor. Lessee will not, absent the written permission of the Lessor, enter into any repair, change, alteration or modification of any portion of the marina facility. Should Lessee request permission to install any apparatus, change or alter, modify or repair the slip, or any part of or appurtenant to the marina, the Lessor reserves the right to require that such change, modification, alteration or installation be approved by it in writing and be done through its agency or by a contractor approved by its sole discretion.

15) Lessee acknowledges that, from time to time, Lessor, at its sole option, may cause repairs or maintenance to the marina and that Lessee's watercraft may have to be temporarily removed. Lessee consents to remove the watercraft during the period of repair or maintenance, this agreement will remain in full force and effect.

16) Lessee acknowledges that Smith Mountain Lake is a sewage discharge-free impoundment and agrees to refrain from the dumping of refuse in the lake and to use nearby facilities.

17) Upon termination of this agreement, whether by expiration according to its terms or any other cause, all watercraft, gear and personal items must be immediately removed from the marina. Those in violation are subject to removal and/or storage or disposal at the owner's expense. There will be no slip rental fee refunds.

18) The option to continue a lease on an existing boat slip lease agreement shall convey with any estate ownership transfer to a legal spouse or legal children ONLY. The heir(s) will have 30 days, after deed transfer, to sign a new lease agreement in their name(s). Should the new lease not be signed, the slip will revert to the Comprehensive for re-assignment.

LESSEE HEREBY RELEASES LESSOR AND ITS AFFILIATED COMPANIES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("RELEASED PARTIES") FROM ANY AND EVERY CLAIM, DEMAND, ACTION OR RIGHT OF ACTION ARISING OUT OF OR RELATED TO ANY PROPERTY DAMAGE OR PERSONAL INJURY WHICH MAY OCCUR AS A RESULT OF THE USE OF THE STRIPERS LANDING MARINA AND RELATED FACILITIES. LESSEE AGREES TO IDEMNIFY THE RELEASED PARTIES, AND EACH OF THEM, FROM ANY AND ALL LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE PRESENCE OF LESSEE, LESSEE'S GUESTS OR INVITEES, ON OR ABOUT STRIPERS LANDING MARINA AND RELATED FACILITIES. LESSEE HAS READ AND AGREES TO THE TERMS ESTABLISHED IN THE STRIPERS LANDING MARINA RULES AND REGULATIONS.

Print Name _____

Slip # _____

Condo # or lot # _____

Current email address _____

LESSEE OR SUB-LESSEE'S INFORMATION:

Make: _____

State Registration # _____

Length _____

Trailer License # _____

Is your unit used as a rental? _____

Is the boat slip rented with your unit? _____ If you do include the slip, two hangtags must be purchased (\$25)for the renters use-one for their boat and one for their trailer. Additional tags will be at your expense-\$25.

Is this boat slip a sub-lease ? ____ (y/n) To whom is the slip sub-leased? _____

Sub-lessee signature _____

Date _____

The person to whom the slip is sub-let needs to sign, date and fill in all boat/pwc information for the watercraft that will be berthed at Stripers Landing Marina. The lessee is responsible for the actions of all those that sub-lease the slip and will held accountable for any infraction of the lease, rules. If the information on this watercraft is not provided, Stripers Landing Marina will assume that the watercraft is trespassing and may have the watercraft towed at the owner's expense.

SIGNATURE _____ **DATE** _____

Insurance Company-either lessee or sub-lessee _____

Policy number(s) for vessel(s) -either for lessee or sub-lessee

Boat decal # _____

Trailer decal # _____

Hangtag # _____

