

Southpoint Marina – Agreement terms and conditions

1. Lessee will be required to provide Southpoint Marina with current, up to date address, phone number, and any other information as given by Lessee on page one of this Agreement.
2. No switching of Lessee's dock space will be permitted without prior authorization of Lessor. Dock space assignments are at the discretion of Southpoint Marina and can be changed at any time. Space is leased for dockage of the above-mentioned boat.
3. Lessee agrees not to transfer or sublet his/her assigned dock space without prior authorization from Southpoint Marina. A \$95 transfer fee must also be paid.
4. If Lessee desires to dock a boat other than the craft referenced on this contract for more than 24 hours, written permission must be obtained by Southpoint Marina, and additional charges of \$2 per foot per day will be applied.
5. Lessee agrees not to hold Southpoint Marina liable for any loss caused by launching, docking, winter storage, transporting or commissioning caused by weather or any event beyond the control of Southpoint Marina.
6. Southpoint Marina does not guarantee that electrical and water service shall be continuous. Lessee shall not use Marina's electrical outlets to operate power tools, equipment, machinery ect. Without prior consent from Southpoint Marina. Use of more than one power cord by any one boater may be grounds for a power surcharge of \$10.00 per day per outlet.
7. Use of open flame device, toxic chemicals, or any other hazardous equipment or supplies in the docking area is prohibited. Federal law prohibits the changing of oil on or near the water of Southpoint Marina.
8. Lessee shall use the docks and attached facilities for reasonable and typical boating activities. No water skiing within 300' of the docks is permitted. All boats and jet skis must respect the 5 mph no wake zone within 200' of the dock area. No commercial fishing or other activity shall be permitted without prior consent of the Marina.
9. Lessee agrees that all trash and waste shall be disposed of in garbage receptacles and dumpsters provided. Treated and untreated sewage must be disposed of at an authorized pump out station. Federal law prohibits dumping in the bay or lake.
10. Lessor shall not permit Lessee to: Cause damage to the docking facility through excessive wear and tear. No drilling, welding or any other activity permanently changing the dock structure is permitted without the consent of the marina. Lessee will be held liable for all costs associated with repair of such damage.
11. Lessor agrees not to create any unnecessary disturbance or nuisance including excessive noise or movement on or near the docks. All lines and hoses must be stored neatly on the dock and out of the path of fellow boaters or they may be removed.
12. Southpoint Marina is a recreational boating community; permanent residence cannot be established within the Marina system unless authorized in writing, additional rent and utility charges will be applied and must be pre-paid.
13. Installation of bright lighting on or near the vessel is prohibited other than normal accepted lighting which must remain off while parked at the docks.
14. Running, playing or any activity considered to unsafe or that impedes comfortable and clear traffic flow on the dock system is prohibited.
15. Pets are the responsibility of the Lessee. All pets must be leashed and confined to the vessel at all times. No guest pets are permitted. Pets that create consistent disturbance will be vacated from the property. Animal waste is prohibited from the water and grounds of Southpoint Marina.
16. Any personal water crafts, not registered with the Marina, left overnight will be charged \$19.00 per day slip rental.
17. Lessee agrees to pay Southpoint Marina by the contract due date, if payment is not received, a 2% per month late fee will be added. Any delinquency over 60 days will be considered in default, the vessel may be removed from the Marina and stored at an outside location until all past due amounts plus late fees, towing and storage fees are paid. After the 365th day of default the vessel will be auctioned publicly to pay past due amounts.
18. Lessee agrees that any past due amounts may be charged on the Lessee's credit card information given on this agreement. Lessee may not terminate this agreement at any time during the leased period, Lessee will be held responsible for the full amount owed for the season.
19. Marina parking is restricted to 2 spots per boat unless otherwise approved by the Marina. Vehicles left overnight must be registered with the Marina office. Abandoned vehicles will be towed at the owner's expense.
20. The Southpoint Marina office must be notified of anyone who will be servicing your boat on the premises. Unauthorized visitors will be asked to leave the Marina for security reasons.
21. Lessee may work on his/her vessel in the Marina as long as such work does not interfere with the rights of other lessees or the operation of the Marina. **Carrying oil and/or gasoline is prohibited on or near the dock area. A fine of not less than \$50.00 and up to \$2,000.00 will be assessed for any oil or gasoline spilled in the water to cover the cost of future or immediate clean up.**
22. Lessee agrees to abide by brokerage policies, as they would reference new or used boat sale within the Marina.
23. **INSURANCE** – Lessee agrees to have the vessel insured by a full Marine insurance package (hull coverage as well as indemnity and liability) Lessee agrees to release and discharge Southpoint Marina from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or Marina. This release and discharge shall cover any and all losses incurred.
24. Southpoint Marina reserves the right to move Lessee's vessel for the purposes of maintenance of the Marina or in the case of an emergency. Lessor shall not be required to perform such service however. Lessee shall indemnify and hold harmless from any damages, liability, loss or injury caused by moving Lessee's vessel.
25. In the event the Lessee or anyone associated with Lessee violates any of the terms, conditions and policies herein or posted in on or around the Marina Office, Southpoint Marina shall have the option of terminating this agreement upon ten (10) days written notice to Lessee. Lessee must remove his/her vessel from the Marina prior to the ten (10) day period or be considered in default and be subject to the default procedures in paragraph 17.
26. Lessee agrees to reimburse Lessor for any reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Agreement.
27. Southpoint Marina does not guarantee the natural water resources of the marina including depth of waters, weather, or natural disasters. The marina will not be held liable for reimbursements due to water levels or costs incurred therein.
28. In the event Lessee fails to remove in a timely manor his/her vessel and equipment from the rented dock space and from the property at the termination of this agreement, Lessor shall have the option of a) Charging Lessee daily rent on a pro rata basis for the dock. b) Take possession of the vessel and equipment, locking it to the dock space occupied. c) Moving the vessel and equipment to another location or d) Pursuing any other remedy available under law, or equity.
29. Lessee shall notify the Marina office whenever the Lessee's vessel is leaving the Marina for more than one (1) night.