

TILAWA MARINA

TERMS and CONDITIONS

1. The space leased shall be the space shown on the Tilawa Marina Lease Agreement for this renting client. Tilawa Marina, LLC is hereafter referred to as the lessor and the renting client is hereafter referred to as the lessee.
2. The rental shall be that specified on the reverse hereof. This rental shall be payable for one year, or as noted on the reverse hereof. All rentals shall be paid in advance of the period covered by the payment. No boats, or campers, shall be removed from the marina property until the full balance of the rental for the remainder of the term has been paid.
3. The relationship between the parties is solely that of landlord and tenant. Lessee accepts the leased space as is and with the full understanding that the lessor makes no warranty expressed or implied, and assumes no responsibility for the condition, adequacy, or safety of the rented space. The parties recognize that boat, or camper, storage is subject to hazards from weather, storms, wave, and wind action, other boats or campers, and to other hazards unique to marinas and campgrounds. Lessee has examined the premises to his satisfaction and voluntarily assumes any risk in storing and/or mooring his boat, and parking his camper, in the leased space. Lessor has no responsibility for the safekeeping of the lessee's property or the condition of the same and is not responsible therefore as warehouseman or as bailee. Lessee agrees that lessor will not be held responsible or liable for any damages or loss to or by said boat or camper, it's accessories, equipment, gear tackle or property either upon said boat or camper or upon the premises of lessor from any cause whatsoever or for injuries to lessee or invitees occasioned by any cause upon lessor's premises. Lessee shall at times remain responsible for the care, custody, operation and control of his, camper, and boat and for the proper mooring and tying up of the same. Lessee shall hold lessor harmless against any claim made by any person arising out of the use of lessee's boat, camper, or the leased premises.
4. Electricity shall be made available by the lessor on a metered or job basis. Lessor may require payment of additional rental for electricity furnished for any other purpose. Fresh water will be available to lessees at no additional charge. However water may be turned off from November 1st to May 1st, if it appears necessary to lessor in it's sole discretion to avoid freeze damage, or for repairs.
5. This lease may not be assigned or the leased space sub-let without the written consent of the lessor. If lessee violates any of the terms and conditions contained in this agreement or the Rules & Regulations, as provided with the lease and posted in the office, lessor shall have the option of terminating the lease, with or without notice. In the event of such termination, any unearned rental may be retained by lessor for liquidated damages. Upon termination lessee will be notified in writing to remove said camper or boat from the leased space, and if it is not removed within 5 days from the mailing of such notice, to the given contact address, lessor may remove the same at lessee's expense.
6. Lessor reserves the right to move the camper and/or boat to another space of comparable size should it be deemed advisable to do so in lessor's sole and absolute discretion or for the safety of the camper or boat. In the event lessee does not approve such move lessee may cancel this lease within ten days thereafter and the unearned pro-rata rental previously paid shall be refunded. In the event lessee does not cancel this lease, in the allotted period, such move to another space shall be ratified and this lease shall be deemed to apply to such other space. Lessee agrees to pay on or before the 10th of each month for all items authorized to be charged to his account. Lessee agrees to pay 1.5% (of the unpaid balance) for rental or charges for any purchases which remain unpaid after the 10th day of any month, which sum shall serve to defray lessor's additional expense incurred in carrying an account in past due status.
7. Lessee agrees to keep the rented space neat, clean, orderly, and free from all inflammable substances and will at all times preserve the rented space in the same condition as when leased to him (except for the unusual damage caused by storm or fire). Lessee agrees that lessor may repair any damage to the rented space during the duration of this lease and shall charge the costs of such repairs to the lessee's account (except such unusual damage as may be caused by storm or fire). Lessee further agrees to reimburse lessor for the costs of placing the rented space in the same condition as when leased to lessee at the end of this lease.
8. Unless notice is given by either party to the other prior to the expiration date, this agreement will be automatically renewed at the end of the rental period for an additional year, or the rental period noted on the reverse hereof. Lessor reserves the right to cancel this agreement in its sole and absolute discretion by giving 30 days written notice to lessee, provided any unearned rental shall be refunded to lessee.
9. Lessee will carry adequate comprehensive and public liability insurance in reasonable amounts covering his camper, boat, and person, and agrees that such policy or policies will provide that in the event of a claim or loss to the lessee the insurer will waive any subrogation rights he may have or claim against the lessor.
10. Lessee represents and warrants that the leased space will be used only for the storage of a camper, and/or boat for personal use and that no camper or boat while occupying the leased space will be sold, advertised for sale or displayed for sale without lessor's consent. Lessor shall have statutory maritime liens (state and federal) upon the camper, boat, motor and attached equipment to secure any and all services and materials supplied by lessor to lessee during the term of this lease.
11. Should any part of this instrument be held invalid for any reason, such action shall in nowise affect the validity of the balance hereof.
12. This agreement expresses the entire understanding of the parties.

Initialed by Lessee's. Read and agreed to: _____ and 2nd Lessee: _____ date: _____, 2010