

BHC, INC.

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MARINA LEASE AGREEMENT

(Revised 10/2019)

Boat Owner(s) Name: _____ **Telephone:** _____

Permanent Address: _____

Email Address: _____ **Cell:** _____

Local Address: _____

Slip No.: _____ (**"Leased Premises"**) **Boat Name:** _____

Make: _____ **Model:** _____ **Year:** _____

Beam: _____ **Height:** _____ **Draft:** _____ **Reg. #:** _____

THIS MARINA LEASE AGREEMENT ("Lease Agreement") is made this _____ day of _____, 20____ by and between **BHC, INC.**, (hereinafter "BHC") and _____ (hereinafter "**LESSEE**") for Slip No. _____ ("**Leased Premises**") located in the Beacon House Marina (the "**Marina**"), Collier County, Naples, Florida.

This Lease Agreement is made on the following terms and conditions:

1. The term of this Lease Agreement shall be for one (1) year beginning on January 1, 20____ and ending on December 31, 20____ unless sooner terminated as set forth herein. BHC shall have the right to terminate this Lease Agreement upon seven (7) days written notice to the LESSEE should LESSEE be in breach of any of the terms of this Lease Agreement. Under such circumstances, LESSEE shall not be entitled to any refund of any consideration or rental amounts previously paid.
2. The annual rental amount shall be \$_____ (plus applicable sales tax) for the entire one (1) year lease term and is due and payable on January 1st. In the event that the annual rental payment due hereunder shall not be made on or before the tenth day of January each year, the LESSEE shall pay a late charges in the amount of five percent (5%) of the total annual rent due for the least period. For those LESSEES entering into a Lease Agreement after the first day of the calendar year, the annual rental amount will be prorated from the commencement of the Lease Agreement through December 31st of the same calendar year. The parties hereto agree that the amount of rent which is due under this Lease Agreement is a reasonable estimate of expenses incurred as a result of LESSEE being given a right to the exclusive use of a portion of the Marina for the term that this Lease Agreement remains in effect.
3. LESSEE hereby agrees to abide by and conform to all Marina rules and regulations, as they may be amended from time to time, or as may be promulgated from time to time by the Board of Directors of

BHC. LESSEE accepts the leased premises in its "as is" condition shall maintain the Leased Premises in its present condition and shall create neither damage nor any nuisance.

4. BHC shall not be liable to LESSEE, or LESSEE's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. LESSEE recognizes that BHC does not warrant the security of the property, and is not responsible for safety of LESSEE, other occupants, nor their property. LESSEE jointly and agrees to indemnify and hold BHC harmless from and against any claims for damages to person or property arising from LESSEE's use of the premises, or from any activity or work permitted to be suffered by LESSEE in or about the premises. BHC shall not be liable for personal injury, or damages to LESSEE's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that BHC has been negligent in maintenance of common elements which are the responsibility of the BHC, and which negligence is the proximate cause of said damage. LESSEE agrees to notify BHC immediately upon the occurrence of any injury, damage or loss suffered by LESSEE or other person upon the premises. This release and discharge shall cover, without limitation, any loss, injury or damage resulting from any necessary movement of LESSEE's boat or vessel by BHC or BHC's employees, agents, representatives, directors and/or officers, and vandalism, theft, fire, hail, tides, wind, hurricane, collision or any other act of God. The provisions of this paragraph shall survive termination or expiration of this Lease Agreement.

5. LESSEE hereby agrees to assume all responsibility for insurance respecting the contents located on or at the Marine and/or Leased Premises during the use under this Lease Agreement, and to assert no claim of coverage against BHC or under any insurance policy of BHC for claims arising out of such use. BHC is not responsible for any loss, damage or stolen property stored at the Marina or the Leased Premises. LESSEE shall maintain casualty and liability insurance throughout the term of the Lease Agreement on his/her boat, vessel, equipment and personal property in an amount sufficient to cover any such losses referred to in Paragraph 4 above which at a minimum must be no less than \$500,000. LESSEE shall furnish BHC a certificate of insurance naming BHC as an additional insured within thirty (30) days of the commencement of the Lease Agreement.

6. LESSEE will comply with all laws of the United States, the State of Florida, all ordinances of Collier County and all rules and requirements of the local police and fire departments, and will pay any taxes or fees due to any authority arising out of LESSEE's use of the Leased Premises, if deemed necessary.

7. LESSEE shall not injure, nor mar, nor in any manner deface said Lease Premises, and shall not cause or permit anything to be done whereby the Leased Premises and/or the Marina shall be in any manner injured, marred or defaced. LESSEE shall not make any alterations or modifications to the Leased Premises, Marina or any areas appurtenant thereto. LESSEE further agrees to maintain the Leased Premises in a visually pleasing condition as deemed so by BHC.

8. If said Leased Premises, furnishings or any portion of the Marina or adjacent areas during the term of this Lease Agreement shall be damaged by the act, default or negligence of the LESSEE, or of any of the LESSEE's agents, employees, patrons, guests or any persons admitted to said premises by LESSEE, LESSEE shall pay to BHC upon demand such sum as shall be necessary to restore said Leased Premises or Marina to their present conditions.

9. LESSEE may not sell, assign, sub-lease or transfer any interest in this Lease Agreement or allow the Leased Premises to be used by anyone other than the LESSEE during the term of the Lease Agreement without prior written approval of BHC.

10. BHC is furnishing docking facilities only and does not provide security for persons, boats, vessels or personal property in any of BHC's facilities, including but not limited to the Leased Premises and the Marina. BHC neither warrants nor guarantees, in any way, the navigability of any waterway, including but not limited to any waterway within the harbor, the Naples Bay area and/or Doctor's Pass.

11. If BHC requires the Leased Premises for the use of a Beacon House (BHC) Resident or Owner, this Lease Agreement may be terminated upon a thirty (30) day written notice from BHC to LESSEE. Further, BHC reserves the right to assign a different boat slip to LESSEE, if it becomes necessary. Any such reassignment by BHC is not ground for termination or cancellation of the Lease Agreement.

12. If maintenance, repair and/or replacement of the Leased Premises, the dock area, the seawall and/or the Marina is necessary, LESSEE agrees to make access to the Leased Premises available to BHC from time to time as BHC may deem necessary in connection with the maintenance, repair or replacement of the Leased Premises, the dock area, the seawall and/or the Marina or insure compliance with the terms of this Lease Agreement. If LESSEE's boat, vessel or personal property must be moved to perform any maintenance, repair and/or replacement pursuant to this provision, LESSEE hereby grants permission and directs BHC, its agents or employees to move LESSEE's boat, vessel or personal property to allow for such repairs to be accomplished if the LESSEE is not able or willing to do the same. BHC shall not be liable for damage, if any that may occur to LESSEE's boat, vessel or personal property under such circumstances.

13. Should LESSEE be in default of any clause of this Lease Agreement, BHC will provide notice to LESSEE in writing allowing LESSEE a reasonable opportunity to cure the default (at least 10 days). If LESSEE fails to cure the default within this time, BHC shall have the right to tow LESSEE's boat or vessel at LESSEE's expense (and LESSEE agrees to hold BHC harmless for this action), terminate the Lease Agreement and institute an action for eviction, monetary damages, injunctive relief, or declaratory relief, as provided by law and/or this Lease Agreement. BHC'S remedies shall be considered cumulative. The failure of BHC to exercise its rights in any one instance will not bar BHC from doing so in any other instance, nor operate as a waiver. Should litigation arise out of the rights and responsibilities of the parties under this Lease Agreement, the prevailing party thereof shall be entitled to an award of reasonable attorney's fees and court costs, at both trial and appellate levels. This Lease Agreement shall be governed by the Laws of Florida, with venue lying in Collier County.

14. If either BHC or the LESSEE fails to comply with the agreements, conditions or covenants of the Lease Agreement, the Marina rules and regulations or fail to comply with applicable laws, and court action or arbitration is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

15. MISCELLANEOUS:

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Agreement.

B. **Waiver:** The failure of BHC to enforce its rights as set forth in Lease Agreement shall not constitute a waiver of the BHC's right to do so in any other instance.

C. **Modification:** This Lease Agreement may only be modified by an instrument signed by BHC and LESSEE.

D. **Counterpoints:** This Lease Agreement shall be signed and by each party. This Lease Agreement may be executed in counterparts, each of which when so executed shall be deemed to be original, all of which when taken together shall constitute one and the same agreement

BHC, INC.

By: _____

As its _____

Print Name: _____

Date: _____

LESSEE

_____ (LESSEE)

By: _____

Printed Name: _____

Date: _____