



Folio# _____

Slip# _____

SLIP RENTAL AGREEMENT

This Slip Rental Agreement ("Agreement") is entered into on this _____ day of _____, 2019 by and between Fisher Island Club, Inc. ("Club") and _____ ("Renter") for the rental of a Boat Slip ("Slip") for Renter's Vessel ("Vessel").

Whereas Renter desires to rent a boat Slip from Club and Club desires to provide such boat slip. Renter agrees to the following terms and conditions:

1-Description of Vessel

- a- Name of Vessel: _____
- b- Length: _____ Beam: _____ Draft: _____
- c- Name of Captain: _____
- d- Vessel #: (____) Cell #: (____) Fax #: (____)
- e- Email Address: _____
- f- Place of Registration: _____ Registration #: _____
- g- Insurer: _____ Telephone: (____) _____

2-Vessel Owner Information

- a- Owner/Guest Name: _____
- b- Address: _____
- c- Home #: (____) Cell #: (____) Business #: (____)
- d- Email Address: _____
- e- Member #: _____ CC #: _____ Exp: _____ Sec. Code: _____

3- Fees, Costs & Security Deposit

- a- Dockage Rate Fee: \$_____/Daily: ()-Transient ()-Monthly ()-L/T ()-Guest Transient
- b- Utility Rate Fee: \$_____/Daily: Qty: ()-200A ()-100A ()-50A ()-30A-()-20A
- c- Other Fees: ()-Water \$ _____M ()-Electrical \$ _____M ()-Trash \$ _____
- d- Golf Cart: # _____ Rental Rate: \$_____/Daily
- e- Temporary Membership Fee: \$_____/Daily
- f- Security Deposit \$ _____ Slip #: _____
- g- Rental Term: Start Date: ____/____/____ Departure Date: ____/____/____

GOLF CART USAGE AGREEMENT

Lessee acknowledges that he/she has been offered instructions on proper use of the golf cart and he/she has accepted or declined as noted below. Lessee represents that he/she is familiar with the use and the operation of the assigned cart, and that the said cart is in good order and repair. Lessee, their guests, assigns, invitees, or any others using Lessee's cart agree indemnify, defend, protect and to hold Fisher Island Club, Inc. and all parties free and harmless from all damages of any kind whatsoever, whether to persons and/or property, and/or for loss of time and/or other loss damage, arising from or in any way related to the use or operation of, or in any way connected with the said cart or any part thereof, from whatever cause arising. Lessee agrees to pay or reimburse The Fisher Island Club for all expenses attendant to any breakage, shortage, or damage, other than ordinary wear, to said property during the time of rental. No more than four persons shall be in a cart at any one time. Operator must be designated by lessee and must have a valid driver' license. Minimum operating age is sixteen (16) years of age. Carts are not allowed in residential areas. No carts allowed on grassed area, except when used for golf.

SUBMERGED LAND LEASE

If the slip is in the Visitor's Marina, Lessee acknowledges that the Slip is on sovereign lands and is subject to a Modified Sovereignty Submerged Lands Lease by and between the Club and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, made effective as of June 23, 1997 (the "Submerged Lands Lease"), and which Submerged Lands Lease is available for inspection at the Dockmaster's Office upon request of the Lessee. Lessee further agrees to be bound by all of the terms and conditions therein, including any and all amendments or addendums thereto or leases executed in replacement thereof. Regardless of where the slip is located, Lessee also agrees to comply with any regulations that may be imposed from time to time by the Miami-Dade County Department of Environmental Resources Management ("DERM") or the Florida Department of Environmental Regulation ("DER"). The Club has disclosed to the Lessee that the State of Florida is taking the position that the Submerged Lands

Lease covering the Visitor's Marina, obligates all occupants of submerged lands covered by the Submerged Lands Lease to pay to the State as and for rent a sum equal to six percent (6%) of all receipts from the occupancy, sale or transfer of any slip. Although the Club, through its Board of Directors, has not decided to collect this six percent (6%) fee from those Lessees occupying slips in the Guest Marina, the Club nevertheless reserves the right to so collect without further notice thereof.

Conditions of Rental

Payment Terms: All rent, electricity charges and other fees and costs, plus applicable sales tax, are due at checkout on transient and monthly rentals or within 10 days of receipt of rental invoice on Long-term leases only. Lessee hereby authorizes the Club to charge the Lessee's credit card above listed for such charges.

Cancellation Policy: Cancellations received less than 36 hours prior to the first day of a reservation will incur a cancellation fee equal to one night's dockage fee. Cancellations received less than 72 hours prior to the first day of a reservation that includes a day that is a U.S. banking holiday or Special Event will incur a cancellation fee equal to the dockage fees for the duration of the reservation period unless the slip can be rented to another party, in which case the cancellation fee will be equal to one night's dockage fee.

Rules – Renter agrees to abide by all Club and General Marina rules as may be amended from time to time at the sole discretion of the Club. Renter acknowledges receipt of a copy of the General Marina & Club rules as they exist on the rental date. It is Renter's responsibility to consult with the Club as to whether their reservation includes a date on which there is a Special Event, which may affect the use and occupancy of the Slip and the Marina and Club Facilities generally.

Indemnity – Renter acknowledges that Renter has inspected the subject Slip and has found same to be suitable for Renter's intended use. The Club shall not have any liability for the care or protection of the vessel and Renter agrees to indemnify, defend, protect and hold the Club harmless from and against any loss, damage or claim arising out of the Renter, the Renter's family members, guests, invitees, crew, agents, or permittees's use of the Marina, or operation of the Marina, or operation of the vessel in the Marina, whether or not the loss, damage, or claim is the result of negligence by the Club or its employees. The foregoing shall include Renter's obligation to pay all attorney's fees and court costs actually incurred by the Club or the Renter.

Security Deposit – Renter shall deposit with the Club the amount designated herein as a security and damage deposit for the costs of repairs or replacement of any part of the Marina or its equipment damaged by Renter's family members, guests, invitees, crew, agents, or permittees's use of the Marina, or operation of the Marina, or operation of the vessel in the Marina, or payment of any cancellation fees. Such damage amount or cancellation fees shall not be limited to the amount of the security deposit and Renter shall remain liable for any excess.

Lien For Fees – Renter hereby grants to the Club a lien on the Vessel for any fees or damages which are not paid when due and the Club may pursue all legal and equitable remedies to perfect and foreclose the lien. The right of enforcement shall be in addition to all other rights and remedies available to the Club.

Liability – Renter assumes all risk of injury, death, or damage to Renter and its representatives and agents, family members, guests, crews, invitees, permittees or the Vessel or its contents, or appurtenances resulting from the use of the Slip and the Marina. The Club makes no expressed or implied warranties or representations as to the conditions of the Slip, or other Slip, piers, gangways, ramps, and is no duty to advise Renter of any hazardous conditions requiring the attention of the Renter. The Club shall not be liable for any injury to persons or property occurring at the Marina, or any theft of or from Vessel, regardless of whether or not the loss, damage or claim results from their negligence.

Hazardous Weather – Renter acknowledges that Club is not obligated or required to provide any protection or alternative location to Vessel or its occupants in the event of hazardous weather. Renter acknowledges that is his sole responsibility to take whatever measures necessary to prevent the possibility of damage in such conditions and that the Club has no responsibility to assist. Renter agrees and acknowledges the Club is not responsible in any manner for any damages to Vessel or occupants because of hazardous weather, regardless of preventative measures taken by Renter.

Insurance – Renter covenants and agrees to at all times to maintain in full force (a) For vessels under 26 feet in length: a comprehensive bodily injury, property damage liability and hull insurance policy with a minimum limit of \$2,000,000.00 and (b) For vessels in excess of 26 feet in length: Protection and Indemnity liability coverage and property damage liability coverage with minimum limits of \$2,000,000.00 and C) all vessels shall carry Pollution Liability Insurance with limits no less than specified as the minimum statutory requirement under OPA, as amended and if the OPA does not apply to such vessel then with the same minimum limit as required by OPA as if the vessel was subject thereto. All of such policies shall name the Club and such others as are required under the Marina Rules as additional insureds and copies of which or certificates thereof shall be provided to the Marina office. Such insurance shall cover all property damage, personal injury, or death arising from or connected with the use of the Marina, Slip or Vessel, and mooring of the Vessel by Renter, his family, guests, crew, invitees, or permittee and that such insurance will be primary, regardless of whether or not the Club has any collectible insurance.

Termination – This agreement may be terminated by the Club, in the Club's sole discretion upon one of the following events –

- a. The breach of any of the provisions of this agreement
- b. The breach of the rules and regulations of the Club and Marina
- c. By seven (7) days written notice given by the Club.
- d. If any breach occurs of the Club Rules regarding conduct and deportment of those persons in any way associated with the Vessel, this agreement may be terminated immediately.

Removal of Vessel – Upon termination of this agreement, Renter shall immediately remove the Vessel from the Marina., failing which, the Club may, in its discretion, have the Vessel removed and be moored, stored, or berthed where space is available, in the Renter's name, for which Renter shall be responsible for all costs, fees or charges in connection with its removal and storage. The Club shall not be responsible for any damages, loss or theft to or from the Vessel if the Club causes the removal to be made.

Severability, Litigation – If any provision of this agreement is held to be unenforceable, the remainder shall be undisturbed, remain in full force and effect. Any legal action shall take place in Miami-Dade County. In the event of any litigation brought in connection with this agreement, the non-prevailing shall be responsible for the prevailing party's attorney's fees and court costs, including appeals. THE PARTIES HERETO HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUCH LITIGATION.

Entire Agreement – This agreement and the Club and General Marina Rules shall constitute the entire understanding between the parties. No representations, except those set forth have been made by any party to the other. Any modification to this agreement shall be in writing, signed by both parties.

Witness:

Signature: _____

Print Name: _____

Witness:

Signature: _____

Print Name: _____

Renter:

Signature: _____

Print Name: _____

Fisher Island Club, Inc.

by: _____

Its: _____