



TENANT RULES and REGULATIONS

1. During the terms of this Agreement, Tenant agrees to abide by and be bound by the Docks on Fifth Marina Association, Inc. ("DOF") Rules & Regulations (a copy of which has been made available to Tenant who has read and understands them). Failure to abide by these Rules will result, at DOF's discretion and without prior notice, in the termination of this Agreement.
2. INSURANCE, DAMAGE & LOSS: For the protection of all Lessees, guests, Club personnel and others, Lessee agrees that:
 - a. Lessee's boat is insured by comprehensive and complete marine insurance, including adequate liability coverage at a minimum of \$300,000 and that a Certificate of Insurance will be provided to DOF. Damages caused by your boat should you not carry adequate liability limits will be your sole responsibility; however, we cannot store your boat until the COI is received.
 - b. Lessee's boat is in full compliance with all applicable regulations of the United States Coast Guard.
 - c. Lessor **DOES NOT** insure Lessee against fire, theft, vandalism, sinking, damage or any other loss or casualty to Lessee's boat, its equipment (including but not limited to electronics, tackle, etc.) or any other property in, on or about Lessee's boat.
 - d. Lessee's lease of the space is solely at Lessee's risk with "as is" boat bunking. Lessee agrees to hold DOF harmless for damage to hull due to bunks. If in doubt, DOF recommends Lessee seek the advice of the boat manufacturer and/or a reputable engineer/boat surveyor as to proper bunking.
 - e. DOF shall immediately notify Lessee in writing on forms provided in the DOF office of any damage occurring during haul-out and during or before launch and in the event shall provide such notice before the boat leaves or is taken from DOF property. If this notice is not given before the boat leaves by water or is transported away from DOF property, Lessee waives any right which may exist against Lessor or DOF.
 - f. Lessee acknowledges that Lessee will be responsible for any and all damages Lessee or Lessee's boat may cause to other boats or to the structure or facilities of the DOF property.
 - g. Each Tenant agrees to maintain a full marine insurance package, including hull coverage for the full insurable value of their vessel, indemnity and liability coverage with an adequate combined single limit, insuring for bodily injury and/or physical damage, including pollution cleanup, arising out of the use and occupancy of the association's facilities, and naming the association as an additional interest therein.
3. RESTRICTIONS:

- a. No fueling facilities
 - b. No boat repairs or maintenance at the slips
 - c. No live-aboards
 - d. No nuisances or illegal operations
 - e. No racial or other discrimination
 - f. No fuel storage
 - g. No discharge of liquids or refuse into the water other than ordinary bilge discharge which does not contain fuel, detergents, lubricants or petroleum products
 - h. No modification of wet slips such as canopies or lifts without Board approval
 - i. No fish cleaning
4. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. It may not be modified, except by a writing signed by both parties.
 5. SEVERABILITY: If any one or more of the provisions of the Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way, unless the inoperative provisions are so material to the Agreement that any of the parties would not reasonably have entered into this Agreement without them.
 6. HURRICANE WAIVER: The Tenant does hereby release, discharge and hold harmless DOF for any and all loss, injury, damage or destruction which may occur to the Vessel as a result of any hurricanes or other inclement weather or any other act of God over which DOF has no control. The Tenant understands that forces of nature and other uncontrollable weather patterns from time to time may occur and that DOF has no present ability to guard or protect against inclement weather.
 7. MISCELLANEOUS: DOF shall have the right to move Tenant's vessel for any normal operation or function and to raise, salvage and clean up, at Tenant's risk and expense, the vessel in the event it sinks at DOF facilities.
 8. GOVERNING LAW: This Agreement is made in, and shall be governed by, the laws of the state of Florida.
 9. DEFAULT/BREACH: Should tenant breach this Agreement by failing to make any required payment of rent, keep the vessel insured, abide by the Marina rules or otherwise default under the term of this Agreement, DOF may resort to all legal and equitable procedures and remedies to enforce its rights under this Agreement, including imposing a lien under Florida Statute §713.78.
 10. RENEWAL: This Lease may be renewed for a term and price agreed upon by both parties by giving 30 days' notice.

Signed _____ Date _____
Tenant

Signed _____ Date _____
Lessor