

WINDMILL HARBOUR MARINA
161 HARBOUR PASSAGE
HILTON HEAD ISLAND, SC 29926
Phone (843) 681-9235, Fax (843) 681-9394

BOAT SLIP RENTAL AGREEMENT

_____ Long Term, _____ Transient

THIS AGREEMENT (the "Agreement") entered this _____ day of _____, 20____, by and between Windmill Harbour Marina Association, Inc. (Marina); c/o Harbour Master, 161 Harbour Passage, Hilton Head Island, SC 29926, as agent for the owner of the Boat Slip referenced below, and the undersigned boat owner or authorized agent of such owner(the "Renter").

In consideration of the mutual benefits and promises set forth in the Agreement, Marina, and Owner agree as follows:

- 1) **Boat Slip:** Marina rents to the Renter, Boat Slip _____, which is _____ feet long (the Boat Slip).
- 2) **Effective Date:** Rental of the Boat Slip shall commence on the _____ day of _____, 20____ and shall continue in effect until the _____ day of _____, 20____, or until terminated pursuant to paragraph 13 below.
- 3) **Rental Rate:**
 - a) Renter shall pay the monthly rent specified by the rate sheet schedule attached hereto as Exhibit A. Rent shall be based on a 30 day month, shall be due and payable in advance by the first day of each month (except that payment of any partial first month shall be payable prior to the first day of the rental) and shall be delinquent if not paid in full on or before the fifth day of the month. Delinquent rent shall bear interest on a daily basis from the due date at a rate of 1 ½% per month.
 - b) In the event of any breach, including but not limited to recovery in whole or in part of slip rental charges, the slip renter agrees to pay all court costs together with attorney fees.
 - c) Transient renters shall pay current transient rate as set forth on the rate sheet schedule attached hereto as Exhibit D
 - d) Renter elects to have power Yes No 30 Amp 50 Amp
 - e) Payment Method: ACH Credit Card Check
- 4) **The Boat:** The boat is described as follows:

Name of Vessel: _____ HIN: _____

Overall Length: _____ Beam: _____ Draft: _____

Builder: _____ Model: _____ Color: _____
- 5) **Insurance Provider:** _____ Policy #: _____
- 6) **The Renter/Owner:**

Owner's Name: _____ Phone 1: _____ Phone 2: _____

Address: _____ email: _____
- 7) **Liability:** Renter has inspected the Boat Slip and accepts the Boat Slip in its current condition. Renter voluntarily and knowingly assumes all risks of use of the Boat Slip. Marina shall not be liable for the care, security or the protection of the boat, her appurtenances or contents. Marina does not warrant the condition of the piers, walks, gangways, ramps, mooring gear or utility lines. Marina shall not be responsible for injuries to persons or damage to property occurring on the Boat Slip or within Windmill Harbour. Renter shall hold Marina and Boat Slip owner harmless and indemnify Marina and the Boat Slip owner for any and all loss, damage or liability directly or indirectly resulting from any act or omission by Renter, his agents, employees, invitees or licensees.
- 8) **Insurance:** Renter warrants that he shall maintain at all times watercraft liability and/or protection and indemnity coverage. Upon request by Marina, Renter shall provide Marina with Certificates of Insurance evidencing the above coverage in an amount not less than \$300,000 combined single limit each occurrence for bodily injury and property damage.
- 9) **Storms:** Marina is not responsible for any damage whatsoever to Renter's boat from storm, hail, hurricane, or any other force of nature. In the event Renter's boat appears, in the sole discretion of Marina, likely to cause bodily harm or damage to property, Marina reserves the right to take any action necessary to Renter's boat to protect the safety of persons and property. All costs incurred in doing so will be charged to the Renter. The Renter holds the Marina harmless for any damage done should the Marina take emergency action on or to the Renter's boat before, during or after a storm or hurricane including, but not limited to, emergency preparation or salvage work. Emergency storm preparations include any activity which the Marina deems necessary to protect persons from injury or property from damage. Renter hereby indemnifies and holds Marina, its employees and agents, harmless from any and all claims, damages, and liabilities arising out of Renter's boat during a storm or hurricane.
- 10) **Boat Condition:** The boat must be in good condition and capable of maneuvering and self-propulsion, with an operable engine. If requested by Marina, the Renter will at any time demonstrate the mobility of his vessel to Marina's satisfaction. (Refer to Exhibit B, 2.1.5 of the Harbour Rules and Regulations).
- 11) **Rules:** Renter, his agents, employees, invitees, or licensees shall comply with all applicable laws and ordinances and all Harbour Rules and Regulations, including but not limited to those set forth in the "Harbour Rules and Regulations", or any amendments or supplements thereto. Renter acknowledges that he has received the Harbour Rules and Regulations (Exhibit C). Renter acknowledges the use of the Boat Slip is subject to the Windmill Harbour Marina Master Deed and Windmill Harbour Plantation is subject to the Windmill Harbour Covenants, both recorded in the Beaufort County Register of Deeds Office. Renter, his agents, invitees, or licensees shall comply with the Windmill Harbour Marina Master Deed and Windmill Harbour Covenants at all times. Any breach of the Harbour Rules and Regulations, The Windmill Harbour Master Deed, or the Windmill Harbour Covenants shall be a breach of this agreement.

Revised 09/10

Renter Initials

Renter Date

Marina Staff Initials

Marina Date

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- 12) Ownership, Assignment and Use of Boat Slip:
a) Renter may not assign this Agreement nor sublet the Boat Slip without the express written permission of Marina. Residence on the Boat is not permitted. Renter shall advise the Marina of any legal change of ownership or rental of the Boat within 24 hours following such a change or rental and, upon request, shall provide such evidence thereof as Marina may require.
b) Part ownership of the boat does not obligate the Marina to furnish dockage to any partner or shareholder other than the original signatory of the Agreement if the partnership or corporation is dissolved.
c) Marina may assign this Agreement as collateral for any loan.
- 13) Notice:
a) Any notice to Renter or Marina shall be in writing and shall be delivered to the address of the appropriate party as set forth above. Notice shall be deemed as received two calendar days following the date of mailing if addressed and mailed by certified or registered mail, to the address set forth above or such address as shall subsequently be provided by appropriate notice.
b) Notwithstanding the above, Marina may, in its sole discretion, rely on any oral notice from Renter and, in cases in which time is of the essence, may notify Renter by telephone or other personal notice.
- 14) Representations of Renter: Renter certifies that the representations herein are correct and that he is the lawful owner of the Boat or is authorized to subject such boat to this Agreement.
- 15) Changing Boat Slips and Removing Boats: Marina may, without notice to Renter, change the location of the Boat Slip to another Boat Slip of comparable size and move the Boat to such substituted slip. In such an event, Marina shall promptly notify the Renter of the change. If Renter breaches the Agreement and fails to remove the boat from the Boat Slip within the time specified in a written notice to the Renter by the Marina, Marina may remove the Boat from the Harbour to such place as it may determine, including an offshore mooring, without any liability to Marina. Marina may alter or improve harbour facilities and the Boat Slip.
- 16) Termination:
a) The Agreement may be terminated by Marina upon (i) breach of this Agreement by Renter, his agents, employees, invitees, or licensees ; (ii) misrepresentation by Renter; (iii) failure to pay any sum when due; or (iv) thirty days written notice to the Renter. Termination by the Marina does not waive any claims by Marina for sums due or incurred from the date of termination until the Boat is removed from the Harbour.
b) The Agreement may be terminated by the Renter upon (i) thirty days written notice to Marina; or (ii) the Boat Slip becoming unseviceable.
c) Renter warrants that he will not rent, use or occupy a Boat Slip from any agent or owner other than Windmill Harbour Marina Association Inc. for a period of sixty days from the termination of this Agreement.
- 17) Default: Upon any occurrence or existence of a breach of this Agreement or a default which does not result in termination as set forth above, either party may pursue such remedies provided herein or any other remedies provided by law or equity. Marina's pursuit of any remedy provided herein shall not constitute a forfeiture or waiver of any rent due to Marina or of any damages accruing to Marina by any reasonable violation of any of the covenants and provisions contained in this Agreement.
- 18) Governing Law: This Agreement shall be construed and governed by the laws of the State of South Carolina. Should any provision of this Agreement be illegal or un-enforceable under the laws of the State of South Carolina, the remaining conditions of this Agreement shall remain in full force and be binding upon the parties hereto.
- 19) Waiver of Trial by Jury: Marina and Renter each agree to and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or Renter's use or occupancy of the Boat Slip and/or any claim of injury, damage, or incident thereto.
- 20) No Waiver: No waiver or breach of any covenant, condition, or agreement contained shall operate as a waiver of the covenant, condition, or agreement itself, or any subsequent breach thereof.
- 21) Attorney's fees: In the event any legal action, arbitration, lawsuit, or other court action is instituted to enforce the terms and conditions of this Agreement, the successful party to each legal action shall be entitled to collect from the unsuccessful party all costs of enforcement of the Agreement, including court costs and reasonable attorney fees.
- 22) Access to Plantation and Marina: Renter agrees to obtain a pass during the rental term from Windmill Harbour Security.

RENTER: _____
Print or Type

FOR MARINA (Staff): _____

RENTER: _____
Signature

DATE: _____

DATE: _____

FOR MARINA: _____
High Tide Associates

RENTER: _____
Print or Type

DATE: _____

RENTER: _____
Signature

DATE: _____

Revised 09/10

Renter Initials

Renter Date

Marina Staff Initials

Marina Date