

VALIANT INVESTMENT PROPERTIES, LLC

LEASE OF DOCKAGE AGREEMENT

Slip No. \_\_\_\_\_

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between Valiant Investment Properties, LLC, (hereinafter referred to as "Dock Owner") and \_\_\_\_\_, (hereinafter referred to as "Boat Owner") for Slip No. \_\_\_\_\_ (hereinafter referred to as "Wet Slip"), located at 821 Bayshore Drive, Niceville, FL 32578 (hereinafter referred to as the "Mooring Space").

Boat Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Alt Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_

Boat Name: \_\_\_\_\_

Boat Registration/Documentation No. \_\_\_\_\_

Type of Boat and Description \_\_\_\_\_

Length of Boat (per registration/documentation and/or insurance documents) \_\_\_\_\_

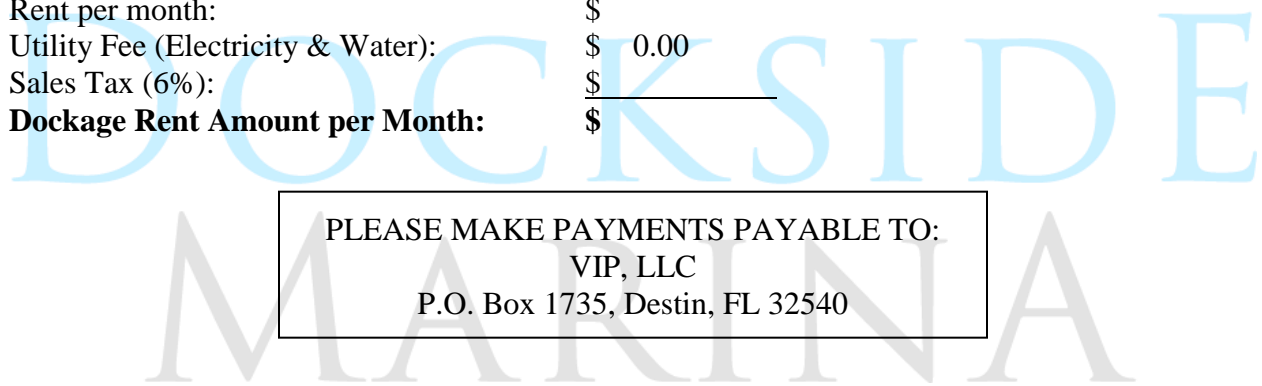
Present Rate: Year 1 \$7.00 per foot; Year 2 \$8.00 per foot; Year 3 \$9.00 per foot

Rent per month: \$ \_\_\_\_\_

Utility Fee (Electricity & Water): \$ 0.00

Sales Tax (6%): \$ \_\_\_\_\_

**Dockage Rent Amount per Month:** \$ \_\_\_\_\_



PLEASE MAKE PAYMENTS PAYABLE TO:  
VIP, LLC  
P.O. Box 1735, Destin, FL 32540

**Term.** This Boat Slip Agreement is for: (initial a or b below)

\_\_\_\_\_ a. The period \_\_\_\_\_, 20\_\_ thru \_\_\_\_\_, 20\_\_ inclusive, after which time, if not sooner terminated; it may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.

\_\_\_\_\_ b. month to month, beginning on \_\_\_\_\_, 20\_\_ and continuing from month to month thereafter, subject to all other paragraphs herein.

Terms and Conditions of Lease of Dockage Agreement:

1. This Agreement is for use of a Wet Slip only for the above-described boat ("Boat"), and such Wet Slip shall be used at the sole risk of Boat Owner. The Dock Owner shall not be liable for the care or protection of the Boat nor for any loss or damage of whatever kind or nature to the Boat, her contents, gear or equipment, or any other property howsoever occasioned.
2. Valiant Investment Properties, LLC shall have a lien against the Boat, her appurtenances and contents, for any and all unpaid sums due for use of the Wet Slip or for damage caused or contributed to by the Boat or by the Boat Owner, its guests, invitees or licensees to any other docks or property located at 821 Bayshore Drive or to any other person. Lessee agrees to pay any and all costs of collection and reasonable attorney's fees incurred by the Dock Owner in connection with or arising out of any and all delinquent sums owed to the Dock Owner.
3. This Agreement shall continue in effect per the Term as defined above, unless sooner terminated as provided below:
  - a. By destruction of the Mooring Space by fire, storm or any other calamity.
  - b. In the event that the Boat Owner shall make a bona fide sale of the Boat, in which event the Boat Owner shall immediately notify the Dock Owner.
  - c. Upon thirty (30) days written notice by the Dock Owner to Boat Owner terminating the Agreement with or without cause.
  - d. By breach or default by Boat Owner as provided in Paragraph (4) below.
  - e. If on Month to month term, by thirty (30) day written notice from either party.
4. In the event Boat Owner defaults in the payment of rent or any part thereof or if Boat Owner shall violate any of the covenants or conditions of this Agreement or any of the regulations governing dockage, then the Dock Owner shall immediately be entitled to remove the Boat from the Wet Slip at the Boat Owner's sole risk and expense and to re-enter and retake possession of the Wet Slip. In addition, the Dock Owner shall have any and all rights and remedies available to it in law or in equity.
5. Boat Owner shall not use the Mooring Space or Wet Slip, or any part thereof: or permit the same to be used for any illegal, immoral or improper purposes. Boat Owner shall not make or permit to be made any disturbance, noise or annoyance whatsoever detrimental to the vicinity of the Mooring Space or Wet Slip. Boat Owner shall make any and all repairs to the Mooring Space if the damage was in any way caused by the fault or negligence of the boat or his guests, invitees or licensees and Boat Owner shall, at the expiration of the term of this Agreement, surrender and deliver said Wet Slip, without demand in as good order and conditions as when entered upon, ordinary wear and tear excepted. Boat Owner shall not make any major repairs on Boat while it is docked at the Wet Slip.
6. Boat Owner shall permit the Dock Owner or its agents, at any reasonable time, to enter the Mooring Space for the purpose of exhibiting same or making repairs thereto.
7. Boat Owner shall not assign or transfer all or any portion of its interest in this Agreement or in the Wet Slip, or sublet all or any portion of the Wet Slip, without the prior written consent of Dock Owner. Any assignment or sublease without Dock Owner's prior written consent shall be voidable, and, at Dock Owner's election, shall constitute a default of Boat Owner. The instrument used by the Boat Owner to assign or transfer all or any portion of its interest in this Agreement or in the Wet Slip shall contain a provision that clearly notifies the Boat Owner that if the Boat Owner subsequently transfers his right to use said Wet Slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said Wet Slip be paid to Dock Owner who, upon receipt, shall report and transmit said amount to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. In addition, no interest in said Wet Slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said Wet Slip to each new Boat Owner.

8. Boat Owner shall, at Boat Owner's sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal authorities of any kind and all of their departments and bureaus applicable to the Mooring Space and/or Boat Owner's rental of Wet Slip thereof.

9. The Failure of the Dock Owner to enforce any provisions of this Agreement shall not constitute waiver of the right to enforce same thereafter.

10. Payment is due monthly in advance to date. There will be a late fee of \$25.00 per month if payment of rental is more than five (5) days past due.

11. Boat Owner shall be responsible for the enforcement, both within and in connection with the Wet Slip, that liveaboards are not allowed. The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.

12. Boat Owner shall maintain property damage and watercraft liability insurance with liability limits of not less than \$300,000 covering its Boat, for the term of this agreement. Boat Owner shall provide Dock Owner with a Certificate of Insurance evidencing the required insurance, along with a copy of the vessel registration.

13. To the fullest extent permitted by law, Boat Owner shall indemnify, defend and hold harmless Dock Owner, its employees, agents and members from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, defense costs, fines, penalties and injunctions, imposed against or incurred by Dock Owner, its employees, agents or members, and to the extent such claims, damages, losses or expenses are caused by any breach of this Agreement, negligent act or omission by Boat Owner, its agents, servants, employees or guests.

14. The rules and regulations as shown on Exhibit "A" are hereby made a part of this Lease Agreement, and Boat Owner agrees to comply with and observe the same. Boat Owner's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease Agreement. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Mooring Space and Wet Slip. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Boat Owner and Boat Owner agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all Boat Owners of the Mooring Space.

IN WITNESS WHEREOF the undersigned have executed this Lease as of the date and year below.

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**DOCK OWNER:**

**Valiant Investment Properties, LLC**

By: \_\_\_\_\_

Name: Emily Gregory

Its: Property Manager

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**BOAT OWNER: \_\_\_\_\_**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"  
RULES AND REGULATIONS

- A. Disorder, depredation, or indecorous conduct, public intoxication, profanity, or abrasive language by a Boat Owner, his employees or his visitors will not be tolerated. Any vessel that causes or threatens harm to the person or property of any other Boat Owner, Dockside employees, or member of the public will be subjected to immediate removal from Dockside Marina.
- B. The Rules of the Board and the Navigational Laws of the United States apply to all vessels on or approaching Dockside Marina. All vessels operating in Dockside Marina waters shall proceed at idle, no wake speed.
- C. Dockside Marina may from time to time assign a different space for the vessel and Boat Owner shall cause the vessels to be moved to the different space immediately upon notice of such assignment. Sub-leasing the slips, transfer of vessels between slips, or from on slip to another shall not be allowed, without prior approval from Dockside Marina. The transfer or sale of title of any vessel shall be reported to Dockside Marina within forty-eight (48) hours. The new owner shall be responsible to remove the boat or execute a new agreement for that slip. Vessels leaving for an extended cruise should notify Dockside Marina's office. Dockside Marina reserves the right to rent any vacant slip.
- D. All non-hazardous garbage and trash must be deposited in the appropriate garbage containers provided. Nothing may be thrown upon the Dockside Marina's waters, upland or docks. Boat Owners, his guest, employees or agents that create hazardous waste are completely and fully responsible for those waste. Hazardous waste may not be disposed of in the dumpster or upon Dockside Marina's lands, water or into the waste systems. Recyclable used batteries and crankcase oil must be disposed of properly. Release of hazardous material into the environment or spilling oil on the water shall be reported to the applicable authorities immediately. Hazardous materials, such as but not limited to gasoline, charcoal lighter fluid, acetone, paint, compressed gasses, shall only be transported throughout the facility or over its piers in the material's original containers approved for such purpose.
- E. Pets are permitted in the marina area if they do not disturb others. All pets must be leashed and under control at all times. Boat Owners are responsible for cleaning up after their pets.
- F. Boat Owner shall not store supplies, materials, accessories, vehicles or debris on any pier, walkway or parking area, nor construct any locker, chest, or similar structure. The piers or walkways shall not be used as a workplace for painting, cutting or repair of gear. No addition, modification or restoration are to be made to Dockside Marina facilities without permission of the management. Any electrical, mechanical or structural failures shall be immediately reported to the management so that it can be repaired. Open flames, welding, burning or charcoal fires will not be permitted.
- G. Dockside Marina may provide water and electricity as part of the services extended by the Agreement. Connections to Dockside Marina's electrical services shall be by means of devices suitable for the purpose, as determined by the authorities having jurisdiction. No connection to an electrical load that exceeds the rating of any device in the circuit or results in electrical leakage will be permitted.
- H. The hiring of mechanical, cleaning, refurbishing etc., personnel by the licensee for services to be performed on the berthed vessel is an arrangement separate and apart from Dockside Marina but subject to all appropriate rules and regulations contained herein. The licensee and the employed service shall be liable for the acts of the employed service both for any damage occurring to private property, to Dockside Marina property or to the environment. Dockside Marina shall not

have any liability in those matters whatsoever and may direct owner and his employees to cease such work if deemed inappropriate within Dockside Marina. Any person using electrical tools over water shall have a ground fault interrupter (GFI) in use. Tenant agrees to be responsible for any and all damages whether negligent or otherwise, caused by licensee to its employee or contractor.

- I. Advertising or soliciting shall not be permitted on any vessel within Dockside Marina or on land area of Dockside Marina. Signs will not be displayed on piers or grounds.
- J. Dockside Marina does not assume the responsibility for improperly docked vessels, the condition of the dock lines, or amount of water in vessel's bilge. Dockside Marina reserves the right to add additional lines and pump out vessel, when necessary and charge Boat Owner for the service and material rendered.
- K. **TEMPORARY GUEST:** Only Boat Owner and immediate family may reside on the vessel, up to four (4) consecutive days or a total of nine (9) days within a thirty (30) day period.
- L. Recreational swimming or diving shall not be permitted from the docks or within Dockside Marina. Fish spearing or snagging shall not be permitted. Cast netting is not permitted.
- M. Proper seamanship will be expected of all Boat Owners with respect to proper fendering, lines make up, and flemmishing/faking of mooring lines.
- N. Water hoses will be kept turned off and placed so that they do not constitute a trip hazard.
- O. There is to be no major maintenance performed at your slip, the dock, or the gangway area. Only minor preservations and upkeep may be performed as outlined below:
  - i. Routine preservation will be strictly limited to wash-down and brightwork.
  - ii. No sanding will be performed over water. When sanding of brightwork is performed a drape from the boat's side to the dock will be used to prevent any sanded material from entering the water. A vacuum appliance will be used with power sander at all times.
  - iii. The requirement of maintenance of boat fittings, or mechanical equipment shall be met by the removal of the affected apparatus and that work done ashore and away from the Marina area.
  - iv. Upkeep, routine topside cleaning and housecleaning shall be done with biodegradable soap only.
  - v. Folding of sails may be done on the grounds paying particular attention that no small hardware pieces remain on the grounds. Sails may not be washed with soap on the grounds but may be rinsed with fresh water only.
  - vi. **SLIP WALKWAYS ARE TO REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES.**
- P. Boat Owner may furnish Dockside Marina with a set of keys sufficient to remove the boat from the Marina under its own power and to inspect bilges.
- Q. Laundering or drying of laundry on docks, finger piers, deck or rigging is not permitted.



DOCKSIDE  
MARINA

**Hurricane Preparedness Plan**

Marina Hurricane and Tropical Storm Evacuation Plan for  
Docksider Marina, 821 Bayshore Drive, Niceville, FL 32578

Tenant Name: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Slip Number: \_\_\_\_\_

I acknowledge that the National Weather Service and news media can and does provide generous advance notice of tropical storms and hurricanes and that in the event of a tropical storm or hurricane, substantial damage will likely be caused to the Marina, other boats, and other property (as well as to my vessel) if my boat is not evacuated from the Marina. Therefore, upon news media publicity that a tropical storm or hurricane is likely to make landfall within 100 miles of Docksider Marina, I will, so long as doing so does not imperil life or limb:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other than myself: I authorize \_\_\_\_\_  
to act on my behalf to relocate my vessel in an emergency. He/she can be reached at \_\_\_\_\_

In the event I cannot, or do not, remove my vessel or my above named and authorized emergency handler does not or cannot remove my vessel, I then authorize Docksider Marina, its officers, employees, or agents to remove my vessel and haul it out or anchor it out with available ground tackle on board the vessel. I understand and agree that I will be billed \$200.00 if the Marina performs this service.

The following ground tackle will be available for such purposes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreed to:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# DOCKSIDE MARINA

## TENANT INFORMATION

### TENANT IDENTIFICATION

Name: \_\_\_\_\_ Slip # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Mobile Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### TENANT EMERGENCY CONTACT INFO

Name: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Mobile Telephone: \_\_\_\_\_

### VESSEL IDENTIFICATION

Vessel Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Hull Identification: \_\_\_\_\_

Registration or Documentation Number: \_\_\_\_\_

LOA: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Color: \_\_\_\_\_

Note: LOA is the longest dimension of the boat and is to include railing, swim platforms, and other appendages of the stern.

Trailer Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Number: \_\_\_\_\_

### INSURANCE

Company: \_\_\_\_\_

Agent: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_