

Slip # _____

Cypress Island Marina
2775 Cypress Island Drive
PBG, Fl. 33410

BOAT SLIP RENTAL AGREEMENT

ON THIS THE Month 1st, 2025 this Boat Slip Rental ("Agreement") is Entered into by and between **Name of Owner**, phone **000-000-0000**, ("Owner") **00** (the "Slip") with an address of Cypress Island Marina (hereinafter sometimes referred to as "CIM" or the "Marina"), 2775 Cypress Island Drive, Palm Beach Gardens, FL 33410 and **Name of Tenant** "TENANT" phone **000-000-0000** as the renter ("Renter") with an address **4765 Forest Bay Lane, palm Beach , Fl 33417** for the dockage of the Slip **00** power vessel known as **Vessel Name** Registration # **123456789** (the "Vessel"). The Renter warrants that it owns the Vessel.

1. **Limit on Use**. This Agreement only applies to allow dockage of Vessel. If the Renter desires to dock a boat other than the Vessel, the Renter must first notify Owner.
Living on your Vessel is not permitted per Marina By-Laws 9.1.26
2. **Term**. This Agreement is for the period **Starting April 1st, 2025, to March 31st, 2026**
3. **Rents**. The rental rate shall be **\$1,800.00 USD** per calendar month. All Slip rentals shall be paid in advance **of the 10th day** that the rental month applies to. Renter shall be charged a late payment penalty in the amount of \$25.00 per month per rental payment not paid when due. Monies should be payable to **Slip Owner Robert Havey** address or Marina office.
4. **No Proration**. Dockage rental will not be prorated upon departure and any portion of a month shall constitute an agreement to rent for the entire month. The dockage and rent is earned when paid.
5. **Electrical Service**. Electric service shall be **paid to Slip Owner**

Electrical service shall be in the Renter's name and Renter shall be responsible for all charges related thereto, payment of which shall be a lien upon the Vessel.

6. **Security Deposit**. Renter shall post a security deposit ("Security Deposit") in the amount of **\$0,000.00 USD**, upon execution of this Agreement, which shall secure performance of this Agreement. The Security Deposit may be applied by Owner to cure any breach of this Agreement either during or at the end of the term or to pay any

delinquency of or damage caused by the Renter or its agents or the Vessel while docked at CIM. **Unused and unapplied Security Deposit shall be applied to the final month of the rental agreement. Total due of \$0,000.00 USD**

7. **Termination.** Owner may terminate this Agreement for cause if the Renter violates any terms or conditions of this Agreement or its incorporated obligations. If the Renter violates any of the terms and conditions in this Agreement, the Owner shall have the option of terminating this Agreement upon the lesser of three, (10) days actual notice, or (10) days written notice to Renter posted onboard the Vessel, without waiving any other rights hereunder. If the vessel owner fails to make payment after 30 days, the Slip owner has the right to have the vessel towed or removed, out of Cypress Island Marina at the boat owner's expense.
8. **Default.** If the Renter fails to timely make his rental payments, or is in any other materials default of this Agreement, the Owner shall have all remedies set forth in paragraph 7, above.
9. **Sublease.** Renter agrees not to transfer, sublet, assign, or permit the use of the Slip by any other person or vessel than described above in section 1, above.
10. **Rules and Regulations.** Renter agrees to be bound by the current CIM Rules and Regulations adopted by the CIM Harbormaster and/or Board of Directors which is available to the Renter through the CIM Marina Office. This includes having the proper forms completed and on file in the Marina Office before the vessel arrives in the Marina. Said Rules and Regulations may be lawfully changed from time to time by CIM. It shall be the responsibility of the Renter to abide by these Rules and Regulations, and to keep himself apprised of the most current permutation of such Rules and Regulations. In any explicit conflict between the Rules and Regulations and this Agreement, this Agreement shall govern.
11. **Foul Weather.** Renter agrees that it is not relying in any way upon the skill or intervention of the Slip Owner or Marina to protect the Vessel should foul or dangerous weather threaten to damage the Vessel. Renter agrees to follow the CIM Rules and Regulations regarding the proper filing of a Named Storm Plan Form and agrees to abide by the Rules and Regulations as set forth regarding Named Storms. The Renter agrees to indemnify and defend and hold CIM, the Owner, and any of their employees, contractors, agents and representatives, harmless from and against any claims of any other owners of property or vessels at the CIM facility arising out of contact with the Renter's Vessel, and further agrees to be responsible to CIM for damage to CIM's or any other Owner or renter's facilities or property arising out of contact with Renter's

Vessel or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities. Renter acknowledges that in an emergency such as a named storm the Marina may voluntarily provide services to Renter such as haul out or pump out services, and Renter hereby irrevocable waives all claims against Marina arising out of or in any way related to such emergency services.

12. **Insurance Coverage**. The Renter agrees to maintain insurance coverage in the amounts set forth in the CIM Rules and Regulations "\$300,000.00 USD", **naming CIM as co-insured**, for the entire time the Vessel is in the Marina facility and document the same.
13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
14. **Choice of Law and Forum**. Any dispute arising hereunder shall be governed by the laws of the State of Florida as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the state court in Palm Beach County or the U.S. District Court, West Palm Beach, FL.
15. **Severability**. In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
16. **Binding Nature**. This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

RENTER'S SIGNATURE: _____ **Date:** _____

Printed Name: _____

OWNER'S SIGNATURE: _____ **Date:** _____

Printed Name: _____

(It is agreed by all parties that faxed or emailed signatures will be accepted by both parties.)

