

LAKE MONROE HARBOUR, INC.

A copy of the current Rules and Regulations is posted at the MARINA office for review during normal business hours.
The Marina will provide a copy to a TENANT upon written request.

VIOLATIONS OF RULES: NOTICES and REMEDIES

- a. **NOTICE OF VIOLATION:** written notice, with a statement of the time within which the TENANT must correct the violation. This may include the payment of a bill for any costs incurred by the Marina as a condition of curing the violation.
- b. **FINAL NOTICE:** written notice as above with notification that if not timely cured or a subsequent violation, the MARINA may terminate the Vessel Storage Lease. This may include the payment of a bill for any costs incurred by the Marina as a condition of curing the violation.
- c. **NOTICE OF TERMINATION.** Written notice of termination stating the date by which the TENANT must vacate and advising that the MARINA is reserving all its legal rights to enforce the termination and recover any damages or costs including attorney's fee which may be incurred incident thereto.

Version: 05.17.08

RULES AND REGULATIONS

1. **AUTHORITY:** The MARINA Manager has the sole responsibility for management and assignment of docks, whether for members, their guests, members of other MARINAS, or public guests.
2. **INSURANCE:** TENANT is responsible for fully insuring their vessel and equipment against damage for theft, along with full coverage for any and all injuries to crew, passengers, or guests. In the event that TENANTS' crew, passengers, or guests should make a claim for any injury or loss whatsoever while moored at the MARINA docks the TENANT shall present said claim to his/her insurance carrier the MARINA harmless from any such claim.
3. **INSURANCE OTHER:** TENANT shall, throughout the term of this Lease and any renewal thereof, at its own expense, keep and maintain in full force and effect general liability and protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$300,000.00. Each such policy shall list MARINA as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following written notice to MARINA. TENANT shall deliver to MARINA prior to the date of commencement of this Lease and from time to time thereafter as may be reasonably requested by MARINA or Marina's mortgagee, certificates evidencing the existence of insurance in compliance with this paragraph
4. **LIABILITY:** The MARINA assumes no responsibility for loss through fire, theft, collision, or other damage to the vessel, its contents, or other vessels and structures in the harbor. The MARINA assumes no responsibility for personal injury or death to the owner, his crew, family, guests anywhere on the premises or docks, whether due to negligence of MARINA or otherwise. The regulations and limitations also apply to vehicles of the TENANT, family, or guests.
5. **LIVEBOARDS:** TENANT who remains aboard ten or more days will pay an extended occupancy surcharge for that particular month. All extended stays must have prior approval from MARINA. The minimum length of vessel for liveaboard is 30-feet.
6. **DOCKSIDE ELECTRICAL:** The Vessel Storage Rate does not include dockside electrical use and is billed by vessel length. Electrical cords and electrical devices other than UL approved are strictly prohibited. Any electrical cords being used that are not "factory installed" will be subject to disconnection. Cables shall not cross the dock to reach an outlet. MARINA does not warrant the availability of service, and will not be responsible for any damage or injury due to the interruption, surges, voltage drops or lightning
7. **AIR CONDITIONING:** Vessel air conditioners and heaters should be set at a reasonable temperature to help conserve energy. Outlet water from marine type raw water-cooled air conditioners must not discharge upon the docks or walers. MARINA prohibits use of potable (drinking) water to cool air conditioners and other equipment. TENANT will be charged a fee of \$100 per occurrence. MARINA may disconnect hose used in violation of this paragraph and will not be responsible for any consequences of such action.
8. **POTABLE WATER:** The Vessel Storage Rate includes dockside potable (drinking) water. Dockside water connections should be disconnected from the faucet when the boat is not occupied overnight to ensure against leaks and possible damage to the boat.
9. **BATTERY SAFETY SWITCH:** All dry storage kept boats must be equipped with an approved Battery Shutoff Switch. MARINA reserves the right but not the obligation to inspect said switch for proper installation.
10. **LAUNCHING SERVICE CLOSINGS:** The dry storage launching service will be closed for equipment maintenance every third Wednesday of the month.
11. **HOLIDAY AND MARINA CLOSINGS:** The dry storage launching service and MARINA Office are closed on certain holidays and such closings are posted at the marina office and with notice with monthly statement.
12. **BOAT LAUNCH AND RECOVER REQUEST:** The TENANT'S dry storage kept boat will be launched by account number only after a 1-hour notice. Boats are launched daily from 8:00am to 4:00pm. Boats will be returned to the dry storage building upon TENNANTS' request if boat is returned to Valet Dock by 4:45pm.
13. **CONDITION OF VESSEL AND EQUIPMENT:** TENANT warrants that TENANT will, at TENANTS' expense, maintain its vessel and equipment in a clean, seaworthy, sanitary, and fully operational condition at all times, and that its vessel will be regularly repaired and maintained. TENANTS' vessel shall be able to get underway under vessel's own power with her crew, and shall not create a fire hazard, eyesore, or sinking hazard. TENANT shall keep the vessel properly moored and dry within at all times.
14. **DOCK LINES:** Shall be at least 3/8" nylon (or equivalent), or greater as appropriate for the size of vessel. Remember to properly secure your vessel at the dock as good lines and proper knots are the best insurance you have. Management reserves the right to replace bad or insufficient mooring lines and invoice the TENANT.
15. **MARINA DOCK BOXES – BOARDING STEPS:** No additional dock boxes will be allowed except as individually authorized in writing by the MARINA. Size of boarding steps must be approved by MARINA.
16. **DOCK USES:** TENANT shall use the docks and attached facilities for reasonable and typical boating activities. TENANT shall keep the dock area clear of all gear, tackle, and other obstructions.
17. **REPAIRS:** A Work Permit is required for all repairs, modifications and service performed on vessels. Major repairs of such extent and nature as are normally performed at boatyard facilities, including but not limited to rebuilding or replacing engines, and the sanding, painting, or refinishing of any portion of the vessel, shall not be performed at or near the Slip or MARINA. All repair persons shall check into the MARINA office prior to being permitted to commence any repairs to a vessel except in an emergency.
18. **HAZARDOUS MATERIALS:** TENANT covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. TENANT agrees and does hereby full indemnify and shall hold MARINA absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which MARINA may incur or suffer by reason of any claim or liability arising from TENANT'S noncompliance with applicable environmental laws and the terms of this paragraph. TENANT specifically covenants and agrees that no hazardous substances, hazardous wastes or waste byproducts, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or MARINA'S facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Lease. Contact marina office for waste disposal information.
19. **CLEAN VESSEL ACT COMPLIANCE:** TENANT agrees to comply with State and Federal laws and regulations concerning stowage and disposal of sewage. All boaters are prohibited from discharging raw sewage into waters of the marina. MARINA will make best efforts to provide pump-out service for holding tanks. TENANT and guests are encouraged to use marina bathroom facilities in lieu of on-board toilet facilities when at dockside.
20. **BILGE DISCHARGE:** No discharge of bilge water that contains oil, fuel or other fluids that produce a sheen upon marina waters. Any discharge must be reported to MARINA immediately. TENANT will, in and around the marina; comply with all laws concerning the protection of the environment and pay MARINA for any damage, expense or liability incurred to MARINA by TENANT.

21. **BATHROOM FACILITIES:** These are for personal use only by the TENANT and their guests. They are not to be used for dishes, laundry, or dumping of self-contained toilet units. It is the responsibility of all TENANT and guests to help keep them clean. Please notify the MARINA office if washrooms are out of supplies, not clean, or if you observe violations.
22. **HARBOR CLEANLINESS:** No waste cans, paper, or debris, are to be thrown in the water. Please caution guests, particularly children.
23. **GARBAGE:** A waste receptacle will be provided in the vehicle parking area. All waste must be well wrapped in paper or plastic for disposal. No loose garbage or waste permitted. The use of plastic bags will be appreciated.
24. **FISH CLEANING:** Fish cleaning and the disposal of fish parts are prohibited.
25. **PETS:** Pets that are a nuisance or have a threatening demeanor will not be permitted. All dogs will be kept on leashes and it will be the responsibility of the TENANT to ensure that all stool deposits are cleaned up immediately. Dogs should not be left unattended either aboard or tied. State law requires strict compliance with these pet regulations.
26. **NOISE: Noise shall be minimized after 9:00 P.M. weekdays and 11:00 P.M. weekends** so as not to create a disturbance or nuisance. A repeated warning shall be considered default of contract. Loud parties or conduct will not be tolerated.
27. **LANGUAGE:** Objectionable language is not tolerable anywhere at any time. The MARINA is a family environment, and TENANT is responsible for the actions of their family and guests.
28. **ALCOHOL:** No open containers of alcohol are permitted on the docks or outside the confines of the boat or in any public areas in violation of local law and ordinances.
29. **GUESTS AND VISITORS:** While guests and visitors are welcome, it is the responsibility of the TENANT to inform them of our regulations. All Vessel Owners are responsible for their own and their guest's conduct. No TENANT or guest will be permitted to cause a disturbance or annoy others. Common sense and good judgment are the rules to follow.
30. **GUEST DOCKAGE:** If TENANT desires to dock a boat other than the craft referenced in this agreement, the MARINA Manager must approve the change in writing.
31. **RAFTING:** Dockage fees cover mooring of **ONE** boat only, but, subject to the imposition of reasonable fees to the TENANT, rafting may be permitted by the MARINA provided it does not interfere with the navigation of other vessels or otherwise violates these rules.
32. **FIRES:** No fires, including charcoal broilers, are permitted on vessels or on the dock.
33. **EXPLOSIVES:** No fireworks or firearms are allowed on the grounds or dock at any time. Violators will be subject to prosecution and violation may cause a FINAL NOTICE and breach under the lease.
34. **FUELING:** For everyone's safety, no filling of fuel tanks from transported receptacles (gas caddy, fuel jugs, gas cans, etc.) will be permitted at dockside. Failure to observe this safety precaution will result in immediate eviction.
35. **SWIMMING:** Positively no swimming will be allowed in the harbor area. The use of life jackets is urged for infants, small children, and non-swimmers while near the water or upon a boat.
36. **DAMAGE:** Any dock posts, cleats, power boxes, or other fixtures destroyed by negligence or improper operation by TENANT shall be replaced at TENANTS' expense. Dock equipment shall not be painted or altered in any way.
37. **COMMERCIAL ENTERPRISES:** The MARINA is limited to pleasure boats only. No vessel shall be allowed which is in any way or at any time used for commercial purposes; or which charges or accepts a fee or any other form of compensation either directly or indirectly.
38. **TERMINATION:** The MARINA Manager may terminate any dock assignment upon the material violation of these Rules and Regulation in the event of public safety or health without notice.
39. **RELOCATION:** The MARINA reserves the right to move any vessel at any time at the TENANTS' expense, if the rights and privileges of other members and guests are being disrupted.
40. **EMERGENCY PERMISSION:** In an emergency situation, the MARINA shall be permitted to move TENANTS' unattended vessel to a safe location if possible; provided, however, that MARINA shall not be required to provide this service. TENANT shall indemnify and hold the MARINA safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to TENANTS' vessel due to an emergency situation.
41. **FOR SALE SIGNS:** TENANT is prohibited from displaying any commercial or "For Sale" signs on or near the vessel without prior written permission of MARINA. In the event TENANT makes a bona fide sale of the vessel listed in this agreement, storage space to the new vessel owner is not transferable.
42. **ABUSE OF FACILITIES:** TENANT agrees that utilities and facilities furnished by MARINA shall be used in a reasonable manner, and the abuse of any utilities or facilities furnished shall be, at the MARINAS' option, cause for termination of this Lease.
43. **HOLD OVER:** If the vessel remains at the marina following the ending of the Vessel Storage Lease Agreement, and without limiting the rights of MARINA, TENANT will then pay the applicable daily fee until the vessel is removed from property.
44. **LIMITATION OF RIGHTS:** This Lease grants the TENANT only a license to use the Slip and nonexclusive access to piers, docks, sidewalks, parking lot and other common areas of Marina that are reasonably necessary to use the Slip. Notwithstanding anything in this Lease to the contrary, reference to Marina elsewhere in this Lease will not be construed to grant TENANT any rights to other areas of MARINA, other than as expressly set forth above.
45. **NO ALTERATIONS:** TENANT shall take good care of the Slip and, at the expiration or sooner termination of this Lease, surrender and deliver the Slip to MARINA in as good condition as when received by TENANT from MARINA, reasonable wear and tear excepted. TENANT shall not make any alterations, additions or improvements in or to the Slip.
46. **HURRICANES:** TENANT may not assume that the marina will be a safe, sheltered anchorage. MARINA, in its sole discretion, is authorized to do whatever deems appropriate and reserves the right to move the vessel at the TENANTS' risk and expense. **Undertaking to move the vessel will not be deemed an assumption or responsibility for the safety, security and care of the vessel by MARINA, nor will MARINA be deemed a bailee of the TENANT.**
47. **TENANT'S LIABILITY FOR DAMAGE TO MARINA:** In addition to all of the other liability and obligations of TENANT to MARINA set forth above and hereafter, TENANT agrees to pay to MARINA any and all damages suffered by MARINA as a result of any damage caused to MARINA and/or Slip by TENANT or TENANTS' vessel, including, but not limited to damage to docks, pilings, bulkhead, utility lines, and any other real or personal property in which MARINA has an interest. As used herein, damages include all damages which MARINA may suffer including, but not limited to, property damage, business interruption damage, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of MARINA or its agents, representatives, employees, invitees, partners, or any other person, firm, or entity.
48. **AMENDMENTS:** MARINA reserves the right to reasonably amend the Rules and Regulations in its sole and absolute discretion from time to time, and TENANT further agrees to comply with such amended Rules and Regulations. Any amended rule or regulation shall also automatically be incorporated herein and to the lease with the TENANT. Failure by said TENANT or those under the responsibility of said TENANT to comply with the rules and regulations of Marina or disorder, deprecations, or indecorous conduct by such persons that might injure a person, cause damage to property, or harm MARINAS' reputation shall be cause for immediate removal of the person/vessel in question, without prejudicing MARINAS' right to damages and any financial obligations of TENANT to MARINA.

Lake Monroe Harbour, Inc.
531 N Palmetto Ave., Sanford, FL 32771

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