

## FAIRFAX YACHT CLUB LEASE AGREEMENT

Fairfax Yacht Club Slip Lease Agreement for Slip # \_\_\_\_\_

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ Lessee) and \_\_\_\_\_ (Lessor)

In consideration of the mutual covenants, promises, and agreements herein contained, the Lessor hereby rents to the Lessee and the Lessee hereby leases from the Lessor the Fairfax Yacht Club slip space designated as slip \_\_\_\_\_ being a condominium unit at the Fairfax Yacht Club, Inc. for the term of \_\_\_\_\_ months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and fully ending at midnight the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless terminated pursuant hereto, for a total payment of \$\_\_\_\_\_ payable as follows:\_\_\_\_\_.

### THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Lessor acknowledges that he owns the Slip, and is free to lease the Slip with the approval of the unit owners association, Fairfax Yacht Club, Inc. ("FYC"). Lessor further guarantees that the Slip will be available for Lessee's use without any additional charges not specified in this agreement and that the Lessee will have access to Fairfax Yacht Club Condominium ("Condominium") facilities as stipulated in the Rules and Regulations.
2. Lessee acknowledges that the Slip is a condominium unit in the condominium and is governed by its unit owners association. Lessee agrees to be bound and abide by all permits affecting the Condominium. The Condominium Instruments, Rules and Regulations now or hereafter adopted by FYC, this agreement, and the Vessel Registration Form are made a part of this agreement. Lessee shall indemnify and hold harmless from and against any damages, direct and indirect, incurred by the Lessor resulting from any noncompliance by Lessee of any of the Permits, Condominium Instruments, Rules and Regulations, or any provision of this agreement.
3. Lessee shall not assign this agreement or sublease the Slip without the prior written consent of Lessor and prior approval by FYC. If Lessee offers for sale the vessel approved to occupy the Slip, assignment of the lease to a new owner is the discretion of Lessor and FYC. In the event that assignment of the lease is not approved, Lessee remains responsible for the fees accruing under the terms of this lease. If Lessor offers the Slip for sale, Lessor shall give prior notice to Lessee and any conveyance of the Slip shall be subject to this agreement unless otherwise terminated.
4. Lessee agrees to use the slip only for the purpose of docking the vessel identified in the application. Full time residential use of the Slip of the vessel occupying the Slip is not permitted. Lessee agrees to keep the vessel moored in a safe and proper manner so as not to create a hazard or damage other vessels or the Condominium. Lessee acknowledges that the use of the Condominium's facilities is a Lessee's sole risk and that Lessor shall not

be liable for Lessee's vessel or any of Lessee's personal property therein. Any repairs, alterations, or improvements shall be performed on board the vessel or in an area designated for such purpose by FYC. Lessee shall not store or leave any items or articles on the docks or other portions of the Condominium.

5. Lessee agrees to operate the vessel safely, consistent with practices of good seamanship. Lessee shall be liable for any personal injury and/or property damage resulting from the operation of Lessee's vessel whether operated by Lessee, Lessee's agent, guest, invitee, or family member. Lessee shall indemnify and hold Lessor and FYC harmless from and against any damages, direct or indirect, incurred by Lessee as a result of such operation of Lessee's vessel. Lessee agrees that in an emergency situation (where damage to person or property is threatened), Lessor, FYC, or a designated agent of either, shall have the right (but not the obligation) to enter the Slip and move Lessee's vessel to a location less threatening or threatened, all of which shall be at the sole risk of the Lessee, and further agrees to indemnify and hold Lessor, FYC, or a designated agent of either, harmless from and against damage, direct or indirect, resulting therefrom.

6. Lessee shall obtain and at all times maintain a policy of marine insurance for indemnity and liability coverage. Such coverage shall include, without limitation, coverage for personal injury and property damage and coverage for the indemnifications required thereunder.

7. Lessee shall be responsible for obtaining, maintaining, and paying the cost of all utility services separately metered or billed to the Slip.

8. Should Lessee default in any terms, conditions, or provisions of this agreement, including without limitation failure to pay rent when due and payable, then this agreement, at the option of the Lessor, shall forthwith cease and determine and any notice to quit as waived by Lessee. Lessor may thereupon proceed to recover possession of the Slip. Lessee further acknowledges that FYC may initiate eviction proceedings under Article V, Section 8 of the Bylaws for any non-compliance under the Condominium Instruments and Rules and Regulations. If Lessor commences any legal action against Lessee for any default thereunder by Lessee, Lessee shall be liable for all costs and expenses incurred by Lessor as a result thereof including reasonable attorney's fees. Any payment of rent not received within ten (10) days from the due date thereof shall accrue a late fee of five percent of such payment.

9. If Lessee fails to remove Lessee's boat from the Slip upon termination, for any reason, of this lease agreement, Lessor may: (a) charge Lessee a daily pro-rata rent; (b) relocate the vessel; (c) take possession of the vessel; and/or (d) pursue any legal remedies.

10. If Lessee remains in possession of the Slip after the expiration of the term hereof, Lessee shall become a tenant from month-to-month upon the terms and conditions of this agreement during any such holdover period.

11. Notice from one party to another shall be in writing and hand delivered or sent by first class United States mail, certified, return receipt requested, postage paid to the party at the address set forth in the rental application accompanying this lease. The date of the postmark shall be deemed date of notice.

12. This agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements between them. This agreement may be modified, changed, or amended only by an instrument in writing and executed by the parties hereto.

I (we) the undersigned Lessee(s) have read and agree to the terms and conditions of this lease.

WITNESS the following signatures and seals:

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Security cards assigned to Lessee \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

#### **RESTRICTIONS ON USE OF UNITS**

It is the responsibility of all owners and renters to abide by the Bylaws and the Rules and Regulations of Fairfax Yacht Club. The restrictions and references for the size of vessels moored at Fairfax Yacht Club are as follows:

##### **Reference: Bylaws - Section 8, paragraph (a)(1)**

“No Unit shall be used or occupied by more than one boat or yacht, and no boat or yacht shall exceed the size of the Unit so used or occupied.”

##### **Reference: Rules and Regulations - Restrictions On Use, paragraph 9**

“With the exception of the even numbered (East) side of E Dock, where vessels up to 50-feet in length may be moored, no vessel is permitted which when tied properly, projects beyond the confines of the slip.”