DRY SLIP LEASE AGREEMENT

LESSOR: UNITED STATES SAILING CENTER, INC.
2476 South Bayshore Drive
Miami, Florida 33133

LESSEE: _____
Address: _____
_____
_____
Email _____
Phone _____

VESSEL: _____
(Name/Description/Length)

LEASE TYPE: ___Annual ___Seasonal ___US/CAN Sailing Team

TERM: **Begin Date:** _____
End Date: _____ if blank then **June 30, 2013**

MONTHLY RENTAL: **$**_____ plus all applicable sales tax and surcharges, if any.

CUSTOMER NUMBER: _____

This AGREEMENT, is made and entered into by and between Lessor and Lessee for the use of a dry storage space (the "Dry Slip") for storage of Lessee's Vessel described above.

Now, therefore, in consideration of the mutual promises and covenants contained herein, it is hereby understood and agreed that the Lessor does hereby lease to the Lessee said Dry Slip under the following terms and conditions:

1. **Control**. Lessor operates the United States Sailing Center/Miami (hereinafter the "Center") under rights granted to it by the United States Sailing Association, Inc. and the City of Miami. Lessor hereby leases to Lessee the non exclusive use of one Dry Slip for the storage of the Vessel described above.
2. **Term**. This Agreement shall extend for the Lease Term set forth above. In the event of an Annual Lease, it shall automatically renew on July 1 of each calendar year at the rental rate established for such year by Lessor, unless cancelled by Leasee in accordance herewith.
3. **Termination**. This Agreement may be terminated by Lessor upon ten (10) days prior written notice to Lessee. If the Lessor elects to terminate this Agreement, Lessee shall remove the Vessel from the Center by the date specified in the written termination notice. This Agreement may be terminated by Lessee upon forty five (45) days prior written notice to Lessor. If the Lessee elects to terminate this Agreement, Lessee shall remove the Vessel from the Center by the date specified in the written termination notice. If the Lessee fails to remove his Vessel within the time provided hereunder, Lessee shall owe Lessor double rent for each day the Vessel remains at the Center past the termination date. No credit will be given for termination unless provided for in this Lease Agreement.
4. **Payment of Rent**. The Lessee shall pay the Lessor the Monthly Rental (plus any and all applicable taxes applied at 7% or the amount required by law) on or before the first (1st) day of each month. All payments shall be made payable to U. S. Sailing Center and mailed to 2476 So. Bayshore Drive, Miami, Florida 33133. Lessor may send the Lessee an invoice or statement of account for rent due. Notwithstanding, it shall be Lessee's obligation to make payment of the rent when due.
5. **Default**. In the event Lessee fails to pay Lessor on or before the fifth (5th) day of the month, Lessee shall be charged a late fee of $25.00. If any check received by Lessor is returned by his bank, Lessee will be charged a return fee of $25.00 in addition to the above mentioned late fee of $25.00. Further, in the event of default in the payment of rent or any other provisions herein, Lessor shall be given all rights and remedies set forth herein and any other rights under Florida Law. All remedies are cumulative and if Lessor exercises one or more of these rights, Lessor shall not be precluded from enforcing other remedies under this Agreement or under Florida Law.
6. ***Activity. Lessee understands and agrees that the United States Sailing Center exists for the promotion of competitive sailing and training; specifically, Olympic Sailing.*** The Center is not for the storage of inactive boats. Notwithstanding any other provisions within this Agreement, if Lessee is deemed inactive by Lessor, demand will be made in writing that Lessee's Vessel be removed from the Center within ten (10) days from the date of the notice. Should Lessee fail to remove his boat within the allotted time period, Lessor shall have the right to have Lessee's Property removed and stored at Lessee's expense, in addition to double rent.
7. **Non-assignability**. Lessee shall not assign or sublet this lease without written consent of the Lessor, which may be withheld in Lessor's sole discretion.
8. **Release and Hold harmless**. Lessor shall not be liable to Lessee, his invitees, family, employees, or agents and Lessor is specifically released from any claim for personal injuries or damage to personal property caused by fire, theft, storm, act of God, or collision or other damage or destruction caused by an act or negligence by Lessor or its officers, agents, employees of any other person in or about said premises. This hold harmless agreement shall include attorney's fees and court costs arising out of the defense of any such action or appeals. Should any

of the Lessor's employees or agents perform any services for the Lessee, such employee or agent shall be deemed the agent of the Lessee for such services, regardless of whether payment for said services is made. Lessee shall indemnify and hold Lessor harmless from any and all liability in connection with services performed by said employees or agents. Lessee further agrees to store his Property at the United States Sailing Center at his own risk and agrees not to look to Lessor, its officers, employee and or agent for any loss or damage associated with the storage of his yacht or personal property at the subject premises.

9. **Hurricane removal**. Lessee shall remove his boat and personal property from the subject Premises and adjacent evacuation area when a hurricane watch is announced in the Miami area by the NOAA National Hurricane Center. Lessee's failure to remove his property by the time a "watch" is upgraded to a "warning" will result, at the Lessor's discretion, in the automatic termination of this Agreement and the Lessee shall be assessed an additional charge in the amount of $500.00. Any loss, injury or damage occasioned by the failure of Lessee to remove his yacht and personal property as hereinabove set forth shall be the sole responsibility of the Lessee.

10. **Notices**. All notices shall be addressed to the Lessor and Lessee at their respective addresses set forth above.

11. **No Assigned Dry Slip**. During the term of this Agreement, Lessee understands that the Lessor may place the Vessel anywhere within the Center and may move the Vessel around the Center to meet the Lessor's needs. There are no assigned Dry Slips.

12. **Accommodation of Regattas**. Lessee understands and agrees that his Vessel may become inaccessible and/or Lessee may not be able to launch his Vessel due to the Center's needs to accommodate regattas and other events. If Lessee desires to access and/or launch his Vessel during the time it is inaccessible and the Lessor is unable to accommodate Lessee then Lessee's sole remedy will be to immediately terminate this Agreement and remove his Vessel from the Center. In such circumstance, any prepaid rent shall be refunded following the date of departure from the Center. In addition, Lessee further agrees and understands that upon five (5) days notice by Lessor, written, oral or electronic, to remove his Vessel from the Center to accommodate a regatta or other event at the Center, Lessee shall for a period up to continuous two weeks (2) weeks remove his Vessel from the Center. Lessee shall receive a rent credit for the number of days he was requested to remove the Vessel from the Center. Lessee's failure to comply with the Lessor's directive that the Vessel be temporarily removed may result in the immediate termination of this Agreement.

13. **Lien**. Lessee hereby grants Lessor a lien on his Vessel and any of Lessee's other property relating thereto stored on Lessor's premises for any sums due and owning hereunder. Lessor shall have the right to refuse to allow Lessee to remove his property from the premises until any and all payments which may be due are paid in full. Lessor shall also have the right to remove and store said property at Lessee's expense in the event the Lessee fails to pay any sums owed to Lessor within a thirty (30) day period. In such event, Lessor shall not be liable for prosecution of damages or otherwise for such taking or retention. Lessor is expressly given permission by Lessee pursuant to Florida Law to sell Lessee's property at a non-judicial sale in the event of nonpayment of rent or to pay any sums owed by Lessee to Lessor under this agreement.

14. **Attorney's fees and costs**. In the event it becomes necessary for Lessor to engage the services of an attorney to enforce the terms and conditions of this Agreement, Lessee agrees to pay Lessor the reasonable costs of said attorney, including collection costs, court costs and the costs of any appeal.

15. **Severability clause**. If any part of this Agreement is declared invalid, such decision shall not effect the validity of any remaining portion of this Agreement.

16. **Applicable Law and Venue**. This Agreement shall be construed under and in accordance with the laws of the State of Florida and any action taken by the parties herein to enforce the provisions of this Agreement shall take place in Miami-Dade County, Florida.

17. **Clean up and non-interference**. Lessee shall keep the area around his boat neat and clean and conduct himself in a manner so as to not interfere with the uses and operations of Lessor and other tenants.

18. **Rules and Regulations**. Lessee shall abide by all rules and regulation of the United States Sailing Center and any addenda or amendments made thereto in the future.

19. **Entire Agreement**. This Agreement constitutes the sole and only agreement of the parties hereto, and superseded any prior agreement entered into between the parties, written or oral, respecting the subject matter contained herein. No amendments or alterations to this Agreement shall be binding on the parties unless agreed in writing or as provided herein.

20. **Headings**. The heading of the various provisions of this Agreement have been included for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.

IN WITNESS WHEREOF, we have hereunto set out hands and seals the date first above written.

AS TO LESSOR: United States Sailing Center, Inc.

By:_____

AS TO LESSEE: _____

Print name: _____