

LAKE ANNA YACHT CLUB

BERTH LEASE AGREEMENT

Landlord: BBCR, LLC 200 Lake Front Drive, Suite 203, Mineral, Virginia 23117

Email: LakeAnnaYachtClub@yahoo.com Office 540-894-1819 / John Carroll 540-894-7550 / Jeff Remmers 540-894-3535

Tenant (s)

1. Name: _____ Date of Birth: _____

Cell Phone Number: _____ Email: _____

2. Name: _____ Date of Birth: _____

Cell Phone Number: _____ Email: _____

Street Address: _____

City, State, Zip: _____

Emergency Contact and Phone (other than tenant): _____

Vessel Description:

Type: Boat or Jet Ski (Circle one)

Manufacturer: _____ Year: _____

Registration #: _____ Length/Beam: _____

Hull Design: _____ Name (if any): _____

This Berth Lease Agreement is an element of and shall be read and construed in conjunction with the applicable *Berth Lease Terms* and *Lake Anna Yacht Club Rules* in effect as of the date of Tenant's execution hereof, each of which is also an element of this Agreement. The *Berth Lease Terms* must be attached hereto for this Agreement to be valid and enforceable. The *Lake Anna Yacht Club Rules* can be found at www.lakeannayachtclub.com or available upon request. By signing below, the tenant covenants and agrees that the *Berth Lease Terms* and *Lake Anna Yacht Club Rules* are required elements of this Agreement.

WITNESS the following signatures and seals:

LANDLORD:

_____ (SEAL) Date: _____

TENANT:

_____ (SEAL) Date: _____

TENANT:

_____ (SEAL) Date: _____

FOR LANDLORD USE ONLY:

Slip Number: _____ Storage Unit number: _____ Lease Term: _____

Rental Amount: _____ Boat Lift Capacity: _____

BERTH LEASE TERMS

ANNUAL LEASE:

Tenant shall pay to Landlord rental for the leased berth at the time of signing contract. Annual Lease term will be from May 1st through April 30th of each year. Payments by credit card will be charged a convenience fee.

This agreement will automatically renew for successive twelve month terms, unless either party wish to amend or terminate, in which case notice of intent to amend or terminate shall be provided 30 days prior to the expiration of this agreement in writing, via mail, or email communication.

FAILURE TO PAY AS DEFAULT:

Failure to make any rental or other payment to Landlord when due shall be an act of default under the Lease and may result in the denial of access to or use of the Marina facilities and such other sanctions as may apply.

IDEMNIFICATION:

Tenant shall indemnify and hold Landlord, its agents, and employees harmless from liability for injury (including death), loss or damage to the persons or property of Tenant and Tenant's agents, employees and invitees in connection with the use of the Marina, excepting only that caused by the gross negligence of Landlord.

Without limitation, this indemnification shall act as a discharge and release of Landlord for any loss or damage arising from the acts of Landlord's agents and employees in parking, docking or moving any of Tenant's property as well as loss or damage resulting from vandalism, from theft, from fire, from natural disaster or other Act of God, or from the acts or omissions of governmental authority or the acts or omissions of Virginia Dominion Power and its corporate affiliates or successors.

TENANT LIABILITY:

Tenant shall be fully and completely liable for any damage to berths, docks and other Marina property arising from the acts or omissions of Tenant or Tenant's agents, employees, and invitees in connection with the use of the Marina.

TENANT'S INSURANCE:

Tenant shall obtain and maintain a policy of insurance of casualty and liability insurance with coverage of not less than \$300,000.00 naming Landlord as an additional insured and containing a waiver of subrogation. Such policy must cover all vessels, watercraft, vehicles, and equipment of Tenant and cover the acts or omissions of Tenant and Tenant's agents, employees, and invitees.

Tenant shall provide Landlord with proof of insurance and required coverage (current certificate of insurance or declaration page from such policy) and shall provide then current proof of insurance and coverage upon the expiration of such policy. Failure to maintain such policy or provide Landlord with current proof of insurance may result in the suspension of Tenant's rights under the Lease.

COMPLIANCE WITH RULES:

Tenant shall comply with the Lake Anna Yacht Club Rules in effect and as amended from time to time, all of which are incorporated herein by reference. Failure to comply with Rules and Regulations may result in the suspension of Tenant's rights under the Lease. Rules and Regulations may be found on Landlord website, www.lakeannayachtclub.com.

TENANT'S DEFAULT:

If Tenant is in default, including default for non-payment of rental or any other payment to Landlord, Landlord shall notify Tenant of the default in writing, by hand delivery, by email, or by postage prepaid, certified United States mail, return receipt requested, a mailed notice being effective when postmarked. Tenant shall be responsible for providing Landlord with Tenant's current address / email address for notification and Landlord shall give notice to the most current address Tenant has provided.

If Tenant is in default for failure to pay any amount when due and has not cured the default within ten days after notice, for each payment in default a one-time late payment charge of the greater of Ten Dollars (\$10.00) or ten percent of the amount due shall be assessed and immediately due and payable. In addition, beginning on the eleventh day after notice there shall be added to each payment in default a continuing late payment charge of One Dollar (\$1.00) per day for each additional day until payment is actually received by the Landlord.

In addition, if Tenant is in default for failure to pay any amount when due and has not cured such default within thirty days after notice, interest shall be charged for each payment in default from the original due date at the rate of one percent (1%) per month until paid. Tenant's rights under the Lease, including the right to access the berth, shall be suspended without further notice to Tenant.

If any default remains uncured sixty days after notice, Landlord may remove Tenant's vessel and other personal property from the berth and place the same in storage, either floating or dry. In addition to the interest described above as accruing if Tenant is in default for failure to pay any amount when due and has not cured such default within thirty days after notice, interest at the rate of one percent per month shall accrue on all other charges or amounts due, such as removal of vessel/equipment and storage charges, beginning on the first day of the month following the month in which such charges are incurred. Landlord may declare Tenant's rights under the Lease terminated without further notice to Tenant and Landlord may proceed to lease the berth to another Tenant.

LANDLORD'S LIEN:

Tenant hereby grants a lien to Landlord and Landlord shall have a lien on Tenant's vessel and other personal property to secure payment of all amounts due under the Lease, including, without limitation, rental payments, legal fees, court costs and costs of sale, and also to secure payment of all materials and services provided to Tenant as well as all charges incurred for the removal and storage of Tenant's property, plus any applicable interest and late payment charges.

SATISFACTION OF LIEN:

Tenant shall not remove or otherwise recover any of Tenant's property until all amounts secured have been paid in full, including applicable late payment charges and interest.

If Landlord terminates Tenant's rights under the Lease pursuant to the section above entitled Tenant's Default, Landlord may proceed to discharge Landlord's lien by sale of Tenant's property at public or private sale without further notice to Tenant.

Tenant shall be paid any amount exceeding that required to discharge such lien and pay the costs of sale, including any advertising and preparation of property for sale, provided, however that the amount paid to Tenant shall be net of the amount required to discharge such lien and pay the cost of the sale. Including any advertising and preparation of property for sale, Landlord shall not be precluded from purchasing such property at public sale.

LIMITATION OF LIABILITY:

Neither Landlord nor any of Landlord's agents or employees shall be liable to Tenant nor to any third party for any loss or damage to Tenant's property arising from the removal or storage of Tenant's property, excepting only that caused by gross negligence.