LAKE ARROWHEAD

# PAVILION SLIP LEASE AGREEMENT

**Member Number _____**

This Boat Slip Lease Agreement (hereinafter referred to as "Lease") is made and entered this ____ day of _____, 20__ by and between **LAKE ARROWHEAD YACHT & COUNTRY CLUB, INC.**, as Lessor (hereinafter referred to as "Country Club") and _____as Lessee (hereinafter referred to as "Boat Owner").

WITNESSETH:

WHEREAS, COUNTRY CLUB is the operator of a boat marina at the Lake Arrowhead Resort Development in Waleska, Georgia; and

WHEREAS, BOAT OWNER, residing at _____, desires to dock his boat at the Lake Arrowhead Marina; and

WHEREAS, BOAT OWNER'S boat is named _____, is registered under #_____and has an O.A. Length of _____, Beam of _____, and Draft of _____.

NOW, THEREFORE, for and in consideration of an annual rental rate of **$2750.00** (Rental terms of less than one year shall be pro-rated accordingly), Boat Owner agrees to lease from COUNTRY CLUB, and COUNTRY CLUB agrees to lease to BOAT OWNER **Slip Number** _____ beginning on **April 1, 2020** and ending on **March 31, 2021**, under the following terms and conditions:

1. This Lease is for the use of slip space only, and such space is to be used at the sole risk of BOAT OWNER. COUNTRY CLUB shall not be liable for the care or protection of the boat, its contents, guests or invitees or BOAT OWNER, gear or equipment of BOAT OWNER.
2. COUNTRY CLUB, at its discretion during the term of this Lease, may designate another slip of comparable size as a substitute for the above described space.
3. BOAT OWNER shall exercise due diligence in properly securing his property and shall at all times abide by the rules and regulations of the Lake Arrowhead Marina area as posted.
4. BOAT OWNER may not create waste, nor may BOAT OWNER alter any of the Marina facilities without the prior written consent of COUNTRY CLUB.
5. This Lease shall automatically terminate should:
    a) The leased facilities be destroyed and not replaced. In such event, a pro-rata amount of rental monies will be returned to the BOAT OWNER.
    b) The BOAT OWNER becomes more than sixty (60) days delinquent in the payment of assessments due to Country Club under the terms of restrictive covenants applicable to any lot

owned by Boat Owner within the Lake Arrowhead subdivision. If event of such a default, Country Club is hereby authorized to cause the removal of Boat Owner's boat and personal property from said rental slip and to store same at Boat Owner's expense.

c) BOAT OWNER breaches any of the terms and conditions as set forth in this Lease.

6. In the event of emergencies, **it will be the responsibility of the Boat Owner** to make arrangements for safe anchorage for his boat. Notwithstanding the aforementioned, COUNTRY CLUB retains the right to remove unattended boats to another anchorage at the BOAT OWNER'S expense, as an emergency measure to assure protection of every boat in the Marina and the Marina itself. Should COUNTRY CLUB have to remove BOAT OWNER'S boat, it is agreed and understood that COUNTRY CLUB will not be held responsible for any damage caused to the boat. BOAT OWNER shall indemnify and keep and save harmless COUNTRY CLUB from all suits and claims for damages or injury sustained upon the leased premises arising from or out of BOAT OWNER'S occupancy or the use by BOAT OWNER of the leased premises or any part thereof, or occasioned wholly or in part by an act or omission of BOAT OWNER, its agents, servants or invitees, and shall furnish COUNTRY CLUB with a certificate of casualty and public liability insurance covering the respective interest of both parties hereto against injury to persons and property in and about the BOAT OWNER'S boat occupying the leased premises; the amount of such coverage shall have limits of coverage satisfactory to and approved by COUNTRY CLUB.

7. As indicated above, BOAT OWNER agrees to comply with all posted rules and regulations as they are set forth, which rules and regulations are made a part hereof and should a breach of this Lease or violation of the posted rules and regulations take place, this Lease shall automatically terminate on the date of such violation or breach, with BOAT OWNER being required to move his boat from its slip at BOAT OWNER'S risk and expense, with COUNTRY CLUB taking immediate possession of said slip.

8. The parties do hereby agree that, in the event there shall remain unpaid at any time any sums due and owing COUNTRY CLUB, COUNTRY CLUB shall have the right to take possession of said BOAT OWNER'S boat, retaining same until such time as said unpaid sums shall be paid and satisfied.

9. It is agreed and understood that BOAT OWNER, being a property owner and a member of Lake Arrowhead Yacht and Country Club, may lease slip for his boat, in accordance with the above, only so long as BOAT OWNER remains a property owner at Lake Arrowhead and a member in good standing of the Lake Arrowhead Yacht and Country Club. It is agreed and understood that should BOAT OWNER cease to be a property owner at Lake Arrowhead and/or a club member in good standing, then this Lease will be automatically cancelled.

10. Notwithstanding any other provision herein, COUNTRY CLUB may cancel this Lease, at its sole option, in the event that the restrictive covenants applicable to BOAT OWNER'S real property in Lake Arrowhead expire or are otherwise terminated.

IN WITNESS THEREOF, the parties have executed this Lease on the date first above written.

LAKE ARROWHEAD YACHT
& COUNTRY CLUB, INC., Lessor

By: _____
Uel Kemp
General Manager/Dir. of Golf

Revised 1/31/20

_____, Lessee

_____
Printed Name/Boat Owner

Telephone #: _____
Name of Emergency Contact_____
and phone #:_____