



BOAT SLIP RENTAL AGREEMENT

This Boat Slip Rental Agreement ("Agreement") is made between JJDL PROPERTIES, LLC d/b/a KALOPSIA SEASIDE VILLAS & MARINA, as lessor, ("Company"), and the Boat Owner named below, as lessee, ("Boat Owner") for a Boat In-Water Slip ("Boat Slip"):

OWNER INFORMATION

NAME OF BOAT OWNER _____

ADDRESS _____

CITY, STATE, ZIP _____ **COUNTRY** _____

EMAIL _____ **PHONE** _____

SSN OR DRIVER'S LICENSE # _____ **WHATSAPP** _____

VESSEL INFORMATION

BOAT TYPE (SELECT ONE) _____ **POWER** _____ **SAIL** _____ **OTHER** _____

VESSEL NAME _____

VESSEL REGISTRATION # _____ **HULL #** _____

MAKE _____ **MODEL** _____ **YEAR** _____

OVERALL LENGTH _____ **BEAM** _____ **DRAFT** _____ **HEIGHT** _____

BATTERY SWITCH LOCATION _____

FIRE EXTINGUISHER LOCATION _____

ELECTRICAL SERVICE (AMP) _____ 30 _____ 2X30 _____ 50 _____ 2X50

CAPTAIN NAME _____ **PHONE** _____

INSURANCE INFORMATION

VESSEL LIEN HOLDER _____

LEGAL OWNER (IF DIFFERENT FROM BOAT ABOVE) _____

ADDRESS _____

LOAN # _____ **PHONE** _____

INSURANCE COMPANY _____

POLICY # _____ **EXPIRATION DATE** _____

AGENT NAME _____ **PHONE** _____

AGREEMENT TERMS

Company and Boat Owner hereby enter into this Agreement which incorporates and includes the attached Marina Rules and Regulations, which may be modified or amended as provided in this Agreement, and the COMPANY, as lessor, agrees to lease to the BOAT OWNER, as lessee, located at Company's Marina located in the Bahamas ("Marina") pursuant to the following terms:

1. **LEASE OF BOAT SLIP:** Company hereby leases to Boat Owner and Boat Owner leases from Company the Boat Slip located in the Marina and more specifically designated in the upper right handcorner of the first page of this Agreement, and allows Boat Owner to occupy this Boat Slip for the sole purpose of docking the above-described Boat for the duration of this Agreement, and for the permitted uses as set forth in section 2 below. This Agreement is for the use of the Boat Slip space only and such Boat Slip space is to be used at the sole risk of Boat Owner at all times. Boat Owner shall be solely responsible for the safety, care and protection of the Boat, along with any and all gear, equipment, personal items and appurtenances at all times, and Company shall not be liable for such safety, care or protection under any circumstances.

2. **PERMITTED USES:** Boat Owner shall use the Boat Slip for the dockage of the above-described Boat only. If Boat Owner desires to dock a boat other than the Boat referenced above, Boat Owner must complete anew agreement. Boat Owner shall follow and be responsible for instructing all guests to follow the Rules and Regulations. This Agreement is for the rental of the Boat Slip only. There is no agreement to create a bailment of the Boat, nor do the parties intend to create a bailment for the Boat. There is neither temporary nor permanent domain nor control exercised over the Boat by Company. All slips are for personal use and not commercial slips. Activity including, but not limited to: soliciting, advertising, transferring of passengers, fish cleaning (only at the Abaco Sea Dock), Boat repair business recruiting, and signage are strictly prohibited in the Boat Slip. The chartering of boats, booking of trips, or acting as an agent for vessels is strictly prohibited. Swimming is also strictly prohibited at the Boat Slip and Marina. Any violations of the above policies in Company's sole and absolute discretion may result in immediate termination of the boat owner's slip rental and forfeiture of all deposits.

3. **BOAT SLIP RENTAL FEE ("FEE"):** Boat Owner shall pay to the Company, for the use of the above-described Boat Slip, together with the electricity and water utilities provided by the Company, the Fee as described below:

The Fee is based on the length of the Boat at the furthest points, bow to stern. Current fees are **per day**:

- Day rate is \$50/day
- 1-2 nights is \$2.50/foot of the length of the Boat
- 3-6 nights is \$1.50/foot of the length of the Boat
- 7 or more nights is \$1.00/foot of the length of the Boat
- All rates are exclusive of VAT @ 10%
- Boat Owners desiring a longer term must negotiate the Fee in advance with the Company

When available, the charge for electricity usage by the Boat Owner shall be \$0.75/kW, with a \$30 minimum per stay, and the charge for the water usage by the Boat Owner shall be \$0.25/gallon, with a \$25 minimum per stay.

Upon the execution of this Agreement, Boat Owner shall be required to pay to the Company the full Fee for the term anticipated by Kalopsia and Boat Owner. All non-guest rental fees are to be paid via credit card up front via a payment link (no American Express). Kalopsia guests can bill to their Villa folio for any resort services and boat dockage fees incurred during their stay.

4. **BOAT SLIP DIMENSIONS AND BOAT SIZE POLICY:** Boat length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits or outboard motors. This includes any attachment that affects the overall length of the Boatitself. The Boat Slips are 30'-40' long, 12'-14' wide, with 6' of depth at low tide. **Boat Owner is responsible for noting tide levels to leave proper length of ropes to account for tide changes.** Company does not take any responsibility for damaged props due to Boat Owner's judgment during times of extreme low tides. Further, the Boat Slips cannot accommodate Boats with beams over 10'. Vessel length is restricted to 5 feet over the published slip length established by the Marina.
5. **BOAT SLIP ASSIGNMENT:** Kalopsia will assign the Boat Owner a Boat Slip based on the Boat's dimensions. Boat Owner will be required to park in the Boat Slip assigned by the Kalopsia. Kalopsia reserves the right to relocate a Boat to a different Boat Slip within the marina.
6. **RULES AND REGULATIONS:** The Rules and Regulations are expressly incorporated into this Agreement by reference herein. Boat Owner agrees to follow and comply with the Rules and Regulations and is solely responsible for ensuring that any and all invitees or guests of Boat Owner abide the Rules and Regulations. Violation of any of the Rules and Regulations may result in the immediate termination of this Agreement in the sole discretion of the Company. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall control. The Rules and Regulations are subject to change as determined in the sole discretion of the Company, without notice. The current Rules and Regulations are available to the Boat Owner upon initial arrival and are posted on the Website of the Company. It shall be the responsibility of the Boat Owner to obtain and follow the current Rules and Regulations.
7. **LIMITATION OF COMPANY'S LIABILITY:** The boat slip is to be used at boat owner's sole risk. Company shall not be liable for the care, security or the protection of the boat, including its gear, equipment and contents, or for any loss or damage of whatever kind to the boat, its gear, equipment and contents for any reason whatsoever, including, but not limited to, company's negligence and criminal activity by persons other than company employees, boat owner has examined the marina and the boat slip described in this agreement and accepts the condition of the marina and boat slip as being adequate and safe for the dockage of the boat. Boat owner is solely responsible for damage to other boats, buildings, fences, dock structures and pilings caused by the boat, boat owner, his or her guests, employees, invitees or agents, or company, its employees, officers and agents, when acting on behalf of the boat owner.

8. **INDEMNITY OF COMPANY:** Boat owner, for itself and its guests, invitees, employees, agents, heirs, successors and assigns, hereby agrees to indemnify, defend and hold company and company's employees and agents harmless from: (i) any and all liability for loss or damage to the boat, its gear, equipment and contents for any reason, including company equipment failure; (ii) any and all loss, damage, liability, legal action or claim, of any nature, arising from the boat; and (iii) any and all loss, damage, liability, legal action or claim of any nature arising out of boat owner's use of the boat and the marina facilities, the presence of boat owner's boat or personal property at the marina, or the moving of the boat, except to the extent that such loss or damage is the result of company's gross negligence, willful or wanton misconduct. Boat owner's indemnity, hold harmless, and defense obligations shall apply even in instances where lessor or any third-party is negligent.

9. **DISCLAIMER:** Company disclaims all implied warranties, and boat owner, for itself and its heirs, successors and assigns, hereby releases company from any and all liability arising out of any claimed implied warranty. In the event of any damage or injury to the marina arising from the active or passive acts, omissions or negligence of boat owner, all expenses incurred by company to repair or restore the property shall be paid by owner on company's demand.

10. **INSURANCE:** Boat Owner shall maintain in force, throughout the term of this Agreement, a comprehensive general liability insurance policy upon the Boat with minimum coverage amounts of One Million Dollars (\$1,000,000); and a fire and casualty insurance policy with coverage at full replacement value of the Boat. Boat Owner shall furnish evidence of such insurance to Company prior to the execution of this Agreement. It is expressly agreed by Boat Owner that the Company is not and shall not be construed to be an insurer of Boat Owner's property loss or property damage to the boat, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Boat Owner waives his insurer's right of subrogation against the Company and its employees.

11. **VENUE:** Venue for any action arising under or relating to this Agreement shall be in the court of appropriate jurisdiction for the Bahamas.

12. **WAIVER:** No waiver by any party of another party's breach of any term, covenant or condition contained in this agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this agreement.

13. **NOTICE:** Boat Owner will be given written notice by First Class Mail fifteen (15) days prior to the scheduled date for removal of any Boat that is abandoned by the Boat

Owner, sent to the address stated above under Owner Information. Any other notice required here under shall be satisfied by posting same on the Boat Owner's boat.

14. **ENFORCEMENT/ATTORNEYS FEES:** Company may enforce this Agreement through any of the remedial provisions contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Company shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.
15. **SEVERABILITY.** Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision of this Agreement is unlawful, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect and shall be binding upon the parties.
16. **ATTORNEYS' FEES.** If any proceeding is brought to enforce this Agreement, the losing party shall pay all costs and attorneys' fees of the prevailing party (including related bankruptcy and appellate proceedings).
17. **SEVERE WEATHER AND OTHER EMERGENCIES:** Company expects Boat Owner to have made suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms or hurricanes, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that Company's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Company, in its sole discretion, reserves the right, but not the responsibility, to move or evacuate the Boat or take such other actions as Company deems appropriate at Boat Owner's sole risk and expense. Undertaking to move or evacuate the boat shall not be deemed an assumption of responsibility for the safety, security, and care of the boat by company. Company shall not be deemed a bailee of the boat. Boat owner agrees to reimburse company for any and all costs it incurs on boat owner's behalf in emergency situations.
18. **BOAT OWNER'S MAINTENANCE AND RELATED OBLIGATIONS:** Boat Owner warrants and represents that at all times during the term of this Agreement, the Boat shall be maintained in a safe and seaworthy condition by Boat Owner and shall be operated in a careful and safe manner so as not to cause damage to Company's facilities, or to any other property, vessels or persons. At all times, the Boat will be equipped with a fully functioning battery turn-off switch. In the event that Boat

Owner or other authorized person is unavailable, or is available but refuses to act, and if the Boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Company's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the Boat or otherwise, Boat Owner authorizes Company to take appropriate actions as Company shall determine in its sole discretion, including without limitation, making repairs to the Boat or removing the Boat from the Marina, at Boat Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Boat Owner agrees to be bound by Company's actions and to be fully and solely responsible for all expenses and liability incurred thereof. Boat owner agrees further that company shall have the right, but not the responsibility, to do all things and to take all steps necessary to reduce the hazards and dangers that in company's judgment appear to be present or foreseeable. Notwithstanding the above, nothing herein shall be construed to create any duty, obligation or responsibility on the part of company to act in such circumstances and nothing herein shall be construed to create any liability on the part of company for failing to act in such circumstances. Not sure this is needed as in most instances any boat will not be there that long.

19. **SECURITY OF THE BOAT:** Company assumes no responsibility for and shall not be liable for the care, protection and security of the Boat. Use of the Boat Slip or any other Marina facilities is at the sole risk of Boat Owner. Boat Owner acknowledges and agrees that Company shall not be liable to Boat Owner by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Boat, whether on land or by water.
20. **HOLDOVER:** In the event Boat Owner remains in occupancy of a Boat Slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, Boat Owner shall be liable to Company as damages, in addition to all other charges due under this Agreement, a daily charge equal to two times the fee payable to Company pursuant to the then current Marina Rate Schedule.
21. **MISCELLANEOUS:** Where required by the context of this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include any other appropriate genders. Which party prepared or was responsible for preparing this Agreement shall have no bearing on its construction. This Agreement, including the Marina Rate Schedule and Rules and Regulations constitutes the entire Agreement between the parties.
22. **WAIVER OF RIGHT TO JURY TRIAL:** Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement or any

instruments executed pursuant to this Agreement.

23. **BINDING EFFECT:** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

Boat Owner has personally obtained sufficient insurance to sustain any loss to the Marina and the Boat, and agrees to be bound by all terms, conditions, and penalties contained herein.

In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

SIGNATURES

BOAT OWNER or AGENT SIGNATURE

DATE

BOAT OWNER or AGENT SIGNATURE

DATE

COMPANY REPRESENTATIVE SIGNATURE

DATE