

1. **INCORPORATION.** The information provided above by Boat Owner is true and accurate and incorporated herein. Boat Owner agrees that if any of the above information subsequently changes that he/she will provide updated information to the Rudder Club within fourteen (14) days.
2. **RENTAL PAYMENT:** All rent and any applicable taxes shall be paid by Boat Owner to the Rudder Club monthly in advance of or on the first day of every month at 8533 Malaga Avenue, Jacksonville, FL 32244 or such other place as the Rudder Club may designate in writing. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. Boat Owner may pay any and all sums due by personal check or cash or other form of payment acceptable to the Rudder Club.
3. **LATE CHARGE:** Each and every rent payment, late fee, or any other financial obligation of Boat Owner to the Rudder Club not paid by the twentieth (20th) day of the month in which it is due will incur a late fee of Five Dollars (\$5.00). Any rent payment, late fee, or other financial obligation of Boat Owner to the Rudder Club not paid by one month and twenty days of the month in which it is due shall, in addition to another late fee of Five Dollars (\$5.00), bear interest at a rate of eighteen (18%) percent per annum or the maximum legal rate, whichever is less, from the date when the same shall become payable under the terms of this Lease, until the same shall be paid. Any payments of any kind returned for insufficient funds will be subject to the maximum additional charge allowed by law, and thereafter, the Rudder Club may require Boat Owner to pay all future sums due by cash or cashier's check.
4. **LAST MONTH'S RENT:** Last month's rent is not refundable or transferable and may be adjusted during the term of this Lease at the sole discretion of the Rudder Club. All storage charges will continue until the account is settled to the satisfaction of the Rudder Club.
5. **NON-SUFFICIENT FUNDS:** Boat Owner shall be charged \$30.00 or five percent (5%) of the face amount of the check, whichever is greater, for each check that is dishonored.
6. **SUBLEASED SPACE:** This Lease grants the Boat Owner *only* a license to use the assigned storage space and non-exclusive access to piers, docks, sidewalks, parking lot and other common areas of the Rudder Club that are reasonably necessary to use the storage space.
7. **SECURITY DEPOSIT:** Should the Boat Owner breach any provision of this Lease, including but not limited to the payment of rent, Boat Owner may apply all or any part of the Security Deposit to the payment of any sum in default or any damage suffered by the Rudder Club as a result of such breach or default, and in such event Boat Owner shall deposit with the Rudder Club the amount so applied so that the Rudder Club shall have at all times a full Security Deposit during the term of this Lease. Any payment to the Rudder Club from the Security Deposit shall not be construed as a payment of liquidated damages or a waiver of any other right the Rudder Club may have hereunder or at law. If Boat Owner fully complies with all of the covenants and conditions of this Lease, the Security Deposit shall be repaid to the Boat Owner within thirty (30) days after the expiration of termination of this Lease and shall not be held in trust or any special account for the Boat Owner, and may be commingled with other funds of the Rudder Club.
8. **RULES AND REGULATIONS:** Boat Owner shall comply with all the rules and regulations of the Rudder Club during the existence of this Lease. Any crew and guests of Boat Owner are the responsibility of said Boat Owner, and must comply with all rules set forth by the Rudder Club. Such Rules and Regulations are incorporated herein by reference. Boat Owner acknowledges having received and read the Rules and Regulations currently in effect. The Rudder Club reserves the right to reasonably amend the Rules and Regulations at its sole and absolute discretion from time to time, and Boat Owner further agrees to comply with such amended Rules and Regulations. Any amended rule or regulation shall automatically be incorporated herein. Failure by said Boat Owner or those under the responsibility of said Boat Owner to comply with the Rules and Regulations of the Rudder Club or disorder, depredations, or indecorous conduct by such persons that might injure a person, cause damage to property, or harm the Rudder Club's reputation shall be cause for immediate removal of the person/boat in question, without prejudicing the Rudder Club's right to damage and any financial obligations of Boat Owner to the Rudder Club.
9. **BOAT:** Boat Owner warrants that Boat Owner will, at Boat Owner's expense, maintain its vessel in a clean, seaworthy, sanitary, and fully operational condition at all times, and that its vessel will be regularly repaired and maintained. Boat Owner's vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore, or other hazard. Boat Owner shall keep the vessel properly secured in its storage spot at all times.
10. **NO ASSIGNMENT OR SUBLETTING:** Boat Owner may not assign this Lease or sublet the assigned storage space.
11. **WAIVER OF SUBROGATION:** Boat Owner hereby waives such cause of actions it may have or acquire against the Rudder Club or its employees or agents resulting in the destruction of or damage to real or personal property belonging to Boat Owner and located in or on the premises and which are caused by fire and/or hazards insured against in an extended coverage endorsement to a standard fire insurance policy approved for use in the State of Florida. Boat Owner further agrees to cause any insurance policy now owned or hereafter acquired covering the destruction or damage of such real or personal property from fire and/or the hazards covered by the aforementioned extended coverage endorsement to contain a waiver of subrogation or endorsement under which the insurance company waives the right of subrogation against the Rudder Club or any party to this Lease in case of destruction of or damage to the aforementioned property or any such party.
12. **CONDITION OF STORAGE SPACE AND THE RUDDER CLUB:** Boat Owner hereby accepts the condition of the assigned space "AS IS".
13. **INDEMNIFICATION:** Boat Owner hereby fully and completely releases and agrees to defend and fully indemnify the Rudder Club and hold it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, for any and all liability for personal injury, loss of life, or property damage arising from any act or omission of any person including, but not limited to, the ordinary negligence of the Rudder Club, its employees, agents or subcontractors in connection with (1) the use of the Rudder Club or any part thereof, including but not limited to, the use of any storage space; (2) the Boat Owner's boat, motor or accessories while it is located on the Rudder Club property; and (3) any loss or damage to the Boat Owner's boat, motors, accessories or contents due to fire, theft, vandalism, collision, the Rudder Club's equipment failure, windstorm, rain, hail, hurricane, lightning or other casualty losses.
14. **DEFAULT:** Boat Owner shall be in default ("Default") under this Lease if any of the following occur:
 - A. Boat Owner fails to timely pay the rent due under this Lease;
 - B. Boat Owner assigns or transfers its interest in this Lease without written permission;
 - C. Boat Owner sublets the Storage Space;
 - D. Boat Owner allows Storage Space to be used for the storage of any boat other than Boat Owner's boat described above without prior permission;
 - E. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Lease or any rights or privileges hereunder be an asset of the Boat Owner under any bankruptcy, insolvency, or reorganization proceedings;
 - F. Boat Owner violates any rule of the Rudder Club; or
 - G. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of Lease;
 - H. The Rudder Club's acceptance of rent following any event of default hereunder shall not be construed as the Rudder Club's waiver of such event of default.
15. **REMEDIES:** In the event of any Default, the Rudder Club may, at its election, immediately or at any time thereafter and without prejudicing its right to any other or additional remedy:
 - A. Terminate this Lease with the Boat Owner still being liable for all monies owed to the Rudder Club up to the date of the termination including, but not limited to, unpaid rent, unpaid additional rent, any physical damage to the Rudder Club, or any other obligation of the Boat Owner to the Rudder Club under this Lease: Declare this Lease forfeited and attempt to re-let the Storage Space with the Boat Owner being liable for all damage to including, without limitation, (1) actual damages suffered by the Rudder Club, including reasonable expenses incurred in re-letting or attempting to re-let the storage space.
 - B. Accelerate and demand the entire amount of rent and additional rent to be paid pursuant to this Lease to be immediately due and payable, as well as payment for any other damages; or
 - C. Exercise any other remedy allowable by law.

Forbearance by the Rudder Club to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. In the event of any of the foregoing, the Boat Owner shall remain liable for the rent and additional rent for the complete Lease term described herein. Further, the Boat Owner shall immediately remove the Boat from the Rudder Club. In the event Boat Owner fails to remove the Boat from the Rudder Club, then the Rudder Club may, without further notice, remove or cause to be removed, the Boat from the Rudder Club. Such removal by the Rudder Club shall be at the Boat Owner's sole cost, expense and risk.

16. **LIENS AND SALE:** The Rudder Club shall have a possessory lien against the Boat, to secure any rent, additional rent, or any other amount due and unpaid under the terms of this Lease, or for any other monetary amounts which may be owed by the Boat Owner to the Rudder Club. The lien shall attach to the Boat and personal property on or about the Boat including, but not limited to, furniture, electronic equipment, tackle, appliances and apparel. The Rudder Club shall enforce its lien in compliance with the law of the State of Florida. In addition to the judicial remedies available to the Rudder Club, in event of default by the Boat Owner, the Rudder Club shall have the right to non-judicial remedy in accordance with the provision of Florida Statute 328.17, or successor statute, which statute is incorporated herein by this reference. In the event the Boat Owner fails to pay rent for a period of six (6) months or more, the Rudder Club, after providing a notice of non-judicial sale to Boat Owner at the address Boat Owner has stated in this Lease, shall be entitled to proceed with the sale of the Boat in accordance with the provisions of Florida Statute 328.17, or successor statute. The Boat Owner is responsible for notifying the Rudder Club of any change of address.

- 17. NOTICES:** All notices under this Lease shall be in writing and delivered in person, or sent by certified mail to the Rudder Club at the same place rent payments are made, and to Boat Owner at the address shown on page 1 of this Lease or such other address as may from time to time be designated by such party in writing. Notices shall be deemed given on the date of such mailing.
- 18. COSTS AND ATTORNEYS' FEES:** In any action, suit or proceeding to enforce or interpret the terms of this Lease or to collect any amounts due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder; including, but not limited to, all collection and court costs, and all attorneys' fees (including that of legal staff), whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.
- 19. RELOCATION OF VESSEL:** The Rudder Club reserves the right to change Storage Space assignments, as well as any access ways, parking and similar areas, as necessary at the Rudder Club's sole discretion for the efficient operations of the Rudder Club, or for any other purpose. Such change shall not, by itself, invalidate or terminate this Lease. In the event of such change, Boat Owner may elect to terminate this Lease, but only if Boat Owner so notifies the Rudder Club in writing within ten (10) days after the date that the Rudder Club notifies Boat Owner of the Storage space change. Such lease termination shall be effective upon the last day of the calendar month in which the Storage space change is effective. Termination of this Lease by Boat Owner under the provision of this paragraph shall not relieve Boat Owner from liability to the Rudder Club for any monies owed by Boat Owner to the Rudder Club on the date of termination or through the last day of the Lease. When not occupied by Boat Owner, the Rudder Club may utilize empty storage spaces without accounting and without compensation to the Boat Owner.
- 20. PARKING.** Parking shall at all times be governed by the Rudder Club rules and regulations which shall be published from time to time by the Rudder Club.
- 21. RATIFICATION OF ACTIONS:** Although the Rudder Club has absolutely no obligation to do so, should the Rudder Club enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by the Boat Owner, such as relocating the Boat outside the Rudder Club on account of inclement weather, by installing tie-down lines, securing loose sails and equipment, or other similar services, Boat Owner agrees to reimburse the Rudder Club for labor and materials expended in such action at prevailing industry rates, and to hold the Rudder Club harmless for any loss or damages to the Boat as the result of the Rudder Club's voluntary action to protect the Boat regardless of the action taken or circumstances giving rise to the action.
- 22. BOAT OWNER'S LIABILITY FOR DAMAGE TO RUDDER CLUB PROPERTY:** In addition to all of the other liability and obligations of Boat Owner to the Rudder Club set forth above and hereafter, Boat Owner agrees to pay to the Rudder Club any and all damages suffered by the Rudder Club as the result of any damage caused to Rudder Club property by Boat Owner or Boat Owner's Boat, including, but not limited to damage to docks, pilings, bulkheads, utility lines, and any other real or personal property in which the Rudder Club has an interest. As used herein, damages include all damages which the Rudder Club may suffer including, but not limited to, property damage, business interruption damage, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the Rudder Club or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.
- 23. SURRENDER OF STORAGE SPACE:** Upon expiration of the term, Boat Owner shall surrender to the Rudder Club the Storage Space in good condition. Boat Owner shall remove the Boat at Boat Owner's expense and shall perform all restoration necessary to restore Storage Space to the same condition prior to the commencement of this Lease. Boat Owner waives all claims against the Rudder Club for any damage to Boat Owner resulting from the Rudder Club's removal of Boat Owner's personal property at the expiration or termination of this Lease. Boat Owner shall be liable to the Rudder Club for the Rudder Club's cost for storage, removal or disposal of Boat Owner's personal property at prevailing industry rates.
- 24. SUBORDINATION AND ESTOPPEL INFORMATION:** This Lease is and shall be subject and subordinate to any mortgage executed by the Rudder Club which may now or hereafter affect the Storage Space or the Rudder Club. Anything herein to the contrary notwithstanding, any such mortgagee shall have the right to subordinate its lien to this Lease. Boat Owner, upon demand, at any time or times, shall execute, acknowledge and deliver to the Rudder Club within ten (10) days of request, without expense to the Rudder Club, any and all instruments that may be necessary or proper to subordinate this Lease and Boat Owner's rights hereunder to the lien of any such mortgage or mortgagee as aforesaid, or to certify the fact that this Lease is in good standing or to specify any defaults which Boat Owner may then claim or assert against the Rudder Club. A failure by Boat Owner to execute such instrument shall be a default under this Lease.
- 25. BAILMENT:** It is understood and agreed that this Lease does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.
- 26. COMMERCIAL USE:** Boat Owner is prohibited from using the Storage Space or the Rudder Club for any commercial purpose unless first approved in writing by the Rudder Club. Boat Owner is prohibited from displaying any commercial "For Sale" sign on or near the Boat without prior written permission of the Rudder Club, as such signage constitutes an attractive nuisance for which the Rudder Club may be exposed to additional liability and for which the Rudder Club must accept and agree to in writing prior to the posting of such signage.
- 27. REPAIRS:** Major repairs of such extent and nature as are normally performed at boatyard facilities, including but not limited to, rebuilding or replacing of inboard or inboard/outdrive engines, and the sanding, painting or refinishing of any portion of the boat shall not be performed Rudder Club property without prior written consent from the Rudder Club to be issued at the Rudder Club's sole discretion.
- 28. HAZARDOUS MATERIALS:** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold the Rudder Club absolutely harmless from any loss, damage, or expense, including reasonable attorneys' fees and costs and expenses of any appeal, which the Rudder Club may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise stored or disposed of, in, on or about the Slip or the Rudder Club's facilities.
- 29. GENERAL PROVISIONS:** (a) This Lease shall be construed and governed by the laws of the State of Florida; (b) venue for any action based on this Lease, its terms or the breach thereof shall be commenced, if at all, in a court of competent jurisdiction located in either Duval County or Clay County, Florida; (c) Time is of the essence of this Lease; (d) all of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon the Rudder Club and Boat Owners and their respective heirs, executors, administrators, successors and assigns; (e) this Lease contains all covenants and agreements between the Rudder Club and Boat Owner relating in any manner to the rental, use and occupancy of the Storage Space and Boat Owner's use of the Rudder Club and other matters set forth in this Lease; (f) No prior Leases or understandings pertaining to the same shall be valid or of any force and effect, and the covenants and agreements of this Lease shall not be altered, modified, or added to except in writing signed by the Rudder Club and Boat Owner; (g) any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect, (h) any parties signing this Lease as Boat Owner shall be jointly and severally liable under this Lease; and (i) no forbearance by the Rudder Club of action upon any violation or breach of any terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of strict compliance with the terms, provisions and covenants herein contained.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing. Your signature below is your representation that you have read the terms of the lease, understand those terms and agree to be bound by those terms.

Witnesses: Boat Owner(s):

Witness Name/Date

Boat Owner Name/Date

Witness Name/Date

Boat Owner Name/Date

Witness Name/Date Vice Commodore or authorized Rudder Club

Representative/Date