

CLIFFSIDE MARINA
SLIP LEASE AGREEMENT

This Agreement for the Lease of a Slip at the Cliffside Marina at Whittier Alaska (the “Lease” or the “Agreement”) is dated and effective this _____ day of _____, 20__ and is between the following parties:

1. _____ (hereafter “Owner”), who is the Owner of a slip at the Cliffside Marina, Whittier, Alaska described below under “Recitals”;
2. _____ (hereafter “Tenant”), who is leasing the Owner’s slip under the terms and conditions of this Lease Agreement.

RECITALS

Whereas, the Owner is the record owner of a Marina Unit/Slip within the Cliffside Marina, a condominium marina governed by the Whittier Marina Condominium Association, Inc. (Association). Use of the Marina Unit/Slip is subject to the Declaration of the Association dated May 2004 (the “Declaration”), certain Rules and Regulations adopted by the Association for the management of the Cliffside Marina (the “Rules and Regulations”), and other governing documents including, but not limited to, the Association’s Bylaws and Articles of Incorporation; and

Whereas, the Owner wishes to lease to Tenant, and Tenant agrees to lease from Owner, the above-referenced Marina Unit/Slip, under the terms and conditions of this Slip Lease Agreement.

Whereas, the Association, acting through its Manager, agrees to administer this Agreement for the convenience of the Owner and the Tenant in exchange for the fee stated in the Lease Authorization Request.

AGREEMENT

The parties hereto agree as follows:

1. **Lease:** The Owner hereby leases to Tenant, and the Tenant agrees to lease from the Owner, the Marina Unit/Slip located within the Cliffside Marina, Whittier, Alaska, known as Unit No. _____ (the “Unit”) as indicated on the Association’s diagram of the Cliffside Marina. This Lease shall not be effective until approved by the Association (a board member) or the Marina Manager. Tenant shall comply with all terms and conditions of the Declaration, Rules and Regulations and any other governing document of Cliffside Marina or the Association. Furthermore, Tenant shall recognize the Association as landlord, solely for the purpose of the Association having power to enforce a violation or provision of the Declaration, Rules and Regulations or any other governing document against Tenant. The Association shall first give the

Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action by the Association in accordance with the Declaration.

2. Name of Tenant and Vessel: Tenant agrees to use the Unit in strict compliance with the terms of this Agreement, the Cliffside Marina Rules and Regulations, and the Association’s Declaration. Tenant’s name, address, contact information, vessel statistics and other required information are as follows:

Tenant
Name: _____
Contact Phone: _____
Cell Phone: _____
Address: _____

Email: _____
Boat Watch Contact Information (Name, Address, Telephone): _____

Authorized Users of Space (anyone not authorized or not accompanied by an authorized person shall be subject to removal by Owner or Association): _____

Name of Vessel: _____
Vessel Radio Call: _____
Vessel Make/Model/Year: _____
State Registration or Documentation Number: _____
Vessel Overall Length and width (Length includes swim step and bowsprit):
Length: _____ Width: _____

Marine Liability Insurance (Name of Insurer, Policy Number, Policy Expiration Date, and Limits of Liability Coverage [minimum \$300,000.00]):

Insurer: _____ **Policy No.:** _____
Policy Period
Begins on: _____ **through:** _____

This section must be completed before lease becomes effective!

Copy of current Certificate of Insurance to be provided to the Marina Manager **before** occupation

3. Term and Fees: The term of this Agreement is as follows:

Long Term Lease: This Lease shall be for _____ year(s) period commencing on _____, and terminating on _____. Rental at the rate of \$ _____ per _____ is due on the _____. This Lease will continue to renew automatically for consecutive one (1) year periods unless terminated in writing by the Owner or Tenant at least thirty (30) days prior to termination date. Notice of termination shall also be provided to the Association at least thirty (7) days prior to termination date. Following the initial term, Owner may increase required rental payments upon thirty (30) days advance notice to Tenant.

Short Term Lease: This Lease shall be for a _____ period (30 days minimum) commencing on _____, and terminating on _____. Rental at the rate of \$ _____ per month/week is due on the first day of the month/week. This Lease will continue to renew automatically for consecutive one (1) month periods unless terminated in writing by the Owner or Tenant at least thirty (7) days prior to termination date. Notice of termination shall also be provided to the Marina Manager at least seven (7) days prior to termination date.

4. Form of Payment/Security Deposit: Rental payments shall be made to the Owner by money order, check or by direct deposit with completion of separate Authorized Agreement for Automatic Deposit. In the event any payment due from Tenant under this Agreement is not paid within ten (10) days after the due date, a late charge of \$ _____ shall be assessed for each such late payment.

A security deposit of \$ _____ is payable by the Tenant upon execution of this Agreement. The security deposit shall be held by the Owner, for the faithful performance by the Tenant of all terms, covenants, and conditions of this Lease. If any rent or other amount payable by Tenant to Owner hereunder shall be overdue, Owner may, at Owner's option, apply the security deposit to such rent or other sum, and Tenant shall on demand restore the security deposit to its original amount. At the termination of Tenant's occupancy, Owner shall pay any sums due from Tenant out of the security deposit and shall refund the remainder of the security deposit to Tenant. **5.**

Possession: Tenant shall be entitled to possession of the Unit on the first day of the term of the Lease, and shall surrender possession to the Owner following the last day of the term of the Lease, unless otherwise agreed by both parties in writing. [See paragraph 2.]

5. Utilities, Services and Boat Watch: Water service shall be supplied to the Unit at no additional cost To Tenant. Electricity shall be supplied to the Unit by the Association and charged to the Owner. Tenant shall reimburse Owner for the cost of electricity consumed by Tenant within 10 days of presentation of an electric bill. Tenant is required to hire and pay for boat watch service for the period from October 1st to April 30th each year. Tenant's failure to make payment for the utilities and services described in this paragraph may require the Owner to make payment on Tenant's behalf, possibly resulting in a lien on the vessel and/or retention of security deposit.

6. Tenant Liability; Owner and Association Release; Indemnity by Tenant: Tenant covenants to exercise due care in occupation of the Unit and to vacate the Unit in good condition,

wear and tear occasioned by normal use only excepted. Tenant shall secure and must furnish proof of marine liability insurance with limits of liability of not less than \$300,000. The Owner, Association and its members, officers, directors, employees and affiliates shall not be responsible for any loss or any damage to Tenant's vessel or any personal property or equipment left on Tenant's vessel. To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Owner and the Association harmless from and against any and all claims, damages, liabilities, or causes of action (including, without limitation, court costs and reasonable attorney's fees) that may arise directly or indirectly from Tenant's use and occupancy of the Unit.

7. Maintenance and Safety of Unit: Tenant acknowledges that he or she has inspected the Unit, takes the Unit "as is" and is satisfied that it is adequate for safe mooring of his or her vessel. Tenant is fully responsible for vessel safety, maintenance, upkeep and compliance with Coast Guard regulations and other applicable laws. This Agreement is not a bailment of the Tenant's vessel but a lease of slip space. The Owner and Association have no liabilities, responsibilities or obligations regarding Tenant's vessel, personal property or equipment. The Owner and Association reserves the right to remove the vessel from the Unit whenever they deem it necessary for safety or maintenance, but they assume no responsibility for tending mooring lines or for moving vessels from the slip to which they are assigned, even in the event of severe or dangerous conditions.

8. Waiver of Terms and Conditions: No failure of the Owner or Association or its employees to enforce any of the terms and conditions of this Agreement, the Association's Declaration, By-Laws, or Rules and Regulations shall be construed to be a waiver of such term condition, rule or regulation in the absence of an express written waiver by the Owner or Association.

9. Lien Held by Owner and Association: The Owner and the Association shall have a lien against the above described vessel, appurtenances and contents for any unpaid sums due under the terms of this Agreement, unpaid utilities, or for damage caused by or contributed to by the above described vessel or Tenant to any property of the Association or any other persons or property located at the Cliffside Marina. The vessel will not be allowed to leave the Unit until all past due amounts for rent, work orders, storage fees or other amounts due Owner are paid in full.

10. Default: If the Tenant shall commit waste to or abandon the premises, or if the Tenant shall breach any agreement, promise, duty or covenant of Tenant under this Lease or Association Rules and Regulations, then the Tenant shall be in default of this Lease.

(a) Notice. Owner shall provide Tenant with written notification of any default under this Agreement. However, notification of default by a party other than Owner, or failure to notify Tenant of the default, shall not be deemed a waiver of any obligations of Tenant or rights of Owner and Association under this Agreement.

(b) Remedies. In the event of any default under this Agreement, which is not cured within ten (10) days following written notice, Tenant shall surrender possession of the Unit without legal process. Such written notice and repossession of the Unit shall not release Tenant from Tenant's obligation to pay rent hereunder. If Tenant shall be in default of any payment required

under this Agreement that is not timely cured, or should execution or other process be levied upon the interest of Tenant in this Lease or Tenant’s vessel, the Owner shall have the option to take possession of said vessel and its contents, and to remove the same, or hold the same as security for said payment plus any expenses which may reasonably be incurred by Owner in connection with the exercise of said right, including attorney fees. Notwithstanding the foregoing, for default other than the payment of money, if the Tenant cannot reasonably cure the default within the applicable cure period, the Tenant shall not be in default if it commences steps to cure the default within the 10 day period and thereafter continuously and diligently pursues a cure that is reasonably likely to cure the default.

(c) If such default continues for a period of sixty (60) days, the Owner may, at Owner’s option, sell Tenant’s vessel and contents at public sale on the Association premises, after giving notice in writing posted at least thirty (30) days prior to proposed sale of the time and place of such sale and notice to Tenant at Tenant’s address as shown in this Lease. The Owner is expressly authorized by the Tenant to make such sale upon such default and the giving of notice as provided herein, and the purchaser at such sale shall be entitled to possession of and title to said vessel and its contents upon payment of the sale price. Tenant further acknowledges and agrees that the remedy provisions of this Agreement comply with the requirements of the Uniform Commercial Code, as adopted and applied in Alaska.

(d) If the vessel is sold as provided herein, the proceeds of such sale shall be applied first to payment of all accrued amounts due the Owner (including attorney fees) through the date of such sale. The excess, if any, shall be paid to Tenant. Tenant shall continue to be liable to the Owner for any deficiency.

11. Assignment /Subletting: Tenant may not assign or sublease any interest in the Unit or this Lease.

12. Notice: In addition to any other notices contemplated under this Lease, Tenant shall provide the Association with notice of absences longer than two (2) weeks.

Notice contemplated under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Whittier Marina Condominium Association, Inc., P.O. Box 111972, Anchorage, Alaska 99511-1972

Email: _____

The Tenant: _____

Email: _____

The Owner: _____

Email: _____

Such addresses may be changed from time to time by providing notice as set forth above.

13. Severability: If any portion of this lease agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this lease agreement are invalid or unenforceable, but that by limiting such provisions the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Additional Rules and Regulations: By signing a copy of this Agreement, Tenant acknowledges receipt of a copy of the Cliffside Marina Rules and Regulations as they are in effect at the time of execution of this Agreement. Tenant further agrees to abide by the Cliffside Marina Rules and Regulations (and any amendments thereto) and to insist that all guests do the same.

15. Non-disturbance and Attornment: Owner and Association agree that, as long as Tenant is not in default under this Agreement, Tenant's rights hereunder shall not be extinguished, terminated or disturbed. Subject to the foregoing, Tenant shall attorn to the holder of any Owner's mortgage or any person(s) acquiring the Unit at any sale or other proceeding provided such person(s) assume the obligations of Owner under this Agreement. Tenant shall promptly and in no event later than fifteen (15) days execute, acknowledge and deliver documents that any subsequent Owner may reasonably require as further evidence of this non-disturbance and attornment.

16. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if signed by the party obligated under the amendment. The Owner and the Association do not make any warranties or representations hereunder other than those expressly set out herein and their obligations to Tenant shall be limited to the actions expressly assumed in this Agreement.

17. Governing Law: The laws of the State of Alaska shall govern the jurisdiction, venue, interpretation and construction of this Agreement, excluding the choice of law rules that may direct jurisdiction, venue, interpretation or construction of this Agreement to other jurisdictions.

18. Counterparts: This Agreement may be signed in one or more counterparts, which when taken together, shall constitute one and the same agreement.

19. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Additional Terms or Instructions:

PETS: PLEASE NOTE THAT VISITOR PETS ARE NOT ALLOWED ON MARINA PROPERTY.

Gate fobs or Card Keys are not transferable!

Visitors, guests and tenants must get their individual fobs or gate keys from the marina office. A \$30 fee is required at the time of registering at the office.

Attach separate sheet if required

Owner:

By:
Date:

Tenant:

By:
Date:

ASSOCIATION APPROVAL

This Cliffside Marina Slip Lease Agreement is approved by the Whittier Marina Condominium Association, Inc. this ___ day of _____, 20

Whittier Marina Condominium Association, Inc.

By:

Its: Marina Manager

Date: