

HV Rentals LLC
Boat Slip Lease Agreement

This BOAT SLIP LEASE AGREEMENT (the "Lease") is entered into by and between HV Rental LLC (the "Lessor"), whose address for the purpose hereof is 6573 Highway 226 S, Spruce Pine, NC 28777. The office phone number is: 828-460-2481, email address is: liquidplayllc@gmail.com and (the "Lessee"), whose address for the purpose hereof is .

In consideration of the covenants and agreements contained herein, the parties agree as follows:

- 1.) **Premises:** Subject to and upon the terms, provisions and conditions herein after set forth, Lessor leases to Lessee and Lessee does hereby lease and take from the Lessor the boat slip identified as Slip# (the "Premises") located at HV Rentals.
- 2.) **Term:** The term of this lease shall commence at 12:01 a.m. on: (the "Commencement Date") and shall expire at midnight on: (the "Initial Term"). The agreement shall be in effect for 12 months unless sooner termination occurs by request, breach or default of any one or more of the conditions heron contained or by the rules and regulations in effect.
- 3.) **Rent:** Lessee shall pay to Lessor Annual Rent in the amount of \$ payable in full no later than the Commencement Date. If Lessee fails to pay the annual rent by the due date a 1.5% late fee will be applied to ALL rental fees until paid in full. The boat/jet ski owner acknowledges that HV Rentals has, and shall have lien upon the described boat/jet ski, its appurtenances and contents, for unpaid sums due to HV Rentals for the use of its facilitates, or for damages of any docks, or property of HV Rentals caused or contributed to by the boat/jet ski or owner, their guest, or agents .

Late Fees:

- **1.5% monthly**
 - **HV Rentals reserves the right to remove any boat/jet ski for nonpayment and store onsite. Storage fees will be applied.**
- 4.) **Lessee and Boat Slip:** No person other than the Lessee or the persons named above shall be allowed to use the boat/jet ski unless authorized by the Lessee. This agreement is for the use of the boat slip only and as such is to be used at the sole risk of the Lessee. Lessee for themself, their heirs and assigned, hereby agrees to hold HV Rentals harmless from any and all liability or damages for personal property injury, loss of life, or property damages to themself, their family, their employees, invited guests and agents arising out of, or in connection with the condition or use of the boat/jet ski, motor and accessories, or the use of HV Rentals premises and facilities; and the Lessee, for themself, their heirs and assigns, hereby release and agrees to indemnify or hold harmless HV Rentals from any and all liability for, or loss or damage to the described property or the contents thereof, due to fire, theft, collision, weather (including windstorms), accidents, or the like causes. HV Rentals will not be held responsible for the contents of the boat/jet ski such as fishing equipment, life preservers, and any other items personally left or stored on the boat/jet ski. It is mutually agreed that HV Rentals shall not be held liable in any manner for the safe keeping or condition of the boat/jet ski and the relationship between the parties in simple that of landlord and tenant, and it's understood and agreed to by the Lessee that HV Rentals will not be responsible or liable for any damage or loss of said boat/jet ski, it's tackle gear, equipment or property either upon said boat/jet ski or upon the premises or adjacent thereto.

Lessee Initials

- 5.) Cancellation: Should a breach of this agreement or violation of the rules and regulations occur, HV Rentals may terminate this agreement by written notice to the Lessee. Said termination shall become effective 30 days after such notice. Within such 30 days, Lessee must remove the boat/jet ski as requested. HV Rentals may remove the boat/jet ski from the boat slip at the Lessee's risk and expense, retake possession of the boat slip and thereafter sell such boat/jet ski and all items therein in accordance with applicable provision of North Carolina Law.
- 6.) Use of the Premises: It is understood and agreed that HV Rentals and its agents, or employees are authorized to move and/or operate the boat/jet ski during the making of repairs or when necessary for normal HV Rentals operation. When a boat/jet ski enters HV Rentals, it immediately comes under the general jurisdiction of the management. The condition aboard any boat/jet ski, which, in the opinion of the management, constitutes a fire hazard or health menace or a danger to the public safety, must be corrected immediately by the Lessee. Fuel, oil, or flammable liquid is not to be stored on the premises and must be removed immediately from the premises. Advertising or soliciting is not permitted. Swimming, diving or fishing is not permitted from the boat dock areas or boats/jet skis. The wake of all boats/jet skis operated within HV Rentals must not cause damage or berthed boats/jet skis or their occupants. All boats/jet skis docked in HV Rentals shall observe and comply with all safety and sanitary regulations governing the waterways.
- 7.) Rules and Regulations: All persons causing injury or damage to other persons, docks or other boats/jet skis shall be liable therefor, and violations of HV Rentals rules and regulations is cause for immediate removal of the boat/jet ski and persons in question from the premises. Disorder or indecorous conduct by patron, their crew or guest that might injure a person, cause damage to property, or harm the reputation of HV Rentals, is cause for immediate removal of the boat/jet ski and persons in question from the premises. Children, guests and pets must be controlled to insure the peace and privacy of other HV Rentals occupants. Lessee agrees to comply with the attached Rules and Regulations, Exhibit "A", and such additional rules and regulations hereafter as published and posted by HV Rentals.
- 8.) Parking: HV Rentals reserves the right to limit, assign and govern automobile parking space.
- 9.) Trailer parking: Lessee's are also allowed to rent a parking space for their boat/jet ski trailer from HV Rentals for an additional \$50.00 monthly fee if there is space available with the understanding the same rules and regulations described above apply to the trailer and parking space. Renting for _____ months, for a total of \$ _____ payable on the above Commencement Date.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as the Effected Date.

LESSOR: HV Rentals LLC

Name: Matt Buchanan, Owner

Date:

LESSEE:

Name:

Name:

Date:

Date:

Boat Slip & Trailer Parking Rates:

Boat Annually: \$1800.00

Jet Ski Annually: \$550.00 per Jet Ski

Trailer Parking Monthly: \$50.00

EXHIBIT A

HV Rentals LLC formally named LiquidPlay

RULES AND REGULATIONS

1. All boats, jet skis and trailers must be kept and maintained in a safe and lake-worthy condition.
2. Only minor repairs are permitted dockside.
3. Alterations to the slip area with dock boxes, etc. is prohibited. Power cords must be safely secured. Fire sources are strictly prohibited from the dock.
4. Sewage discharge directly into the lake is strictly prohibited. Sewage discharge is provided by Bear Creek Marina.
5. "No-Wake" areas around the Marina must be observed.
6. Gambling, excessive use of alcoholic beverages, overly immodest attire, loud, abusive, or profane language, any violation of the law, and any trespassing onto adjacent private property is prohibited.
7. Children must be attended to at all times. Children and guests must be accompanied by Lessee.
8. Pets must be leashed at all times. Any pet waste is to be picked up and disposed of by the owner.
9. Swimming is strictly prohibited within the boat/jet ski slip areas.
10. Lessor is not considered under this Lease as an insurer of the Lessee's property. The Lessee is required to provide a copy of his/her current insurance policy to be placed on file with Liquid Play, annually.
11. Fuel of any type is prohibited at the boat/jet ski slips or in the parking areas. You must refuel at gas pumps or off-site areas.
12. No throwing, depositing or discharging any litter, liquid, sewer or other items in the lake. This is in violation of N.C.G.S. paragraph 75A-10.

Accepted and Acknowledged:

LESSEE:

Name:

Name:

Date:

Date: