

Lease Agreement for Urbanna Harbour Yacht Club

SLIP # _____

This lease agreement is made this date: _____, between:

_____ hereinafter known as Owner of the first part, and

_____ hereinafter known as Renter of the second part.

SLIP OWNER _____ Address: _____

SLIP RENTER _____ Address _____

Boat Name _____ Registration/documentation _____

Type of Boat _____ Length/Beam _____ / _____

Insurance Co. _____ Policy# _____

Phone contact number: _____ Email _____

WITNESSETH: The premises covered by this agreement are described as Slip # _____, Urbanna Harbour Yacht Club, Saluda, Virginia, 23149.

The owner, in consideration of the covenants and agreement herein to be kept and performed by the Renter, has agreed to lease to the Renter; and the Renter, in consideration of the covenants and agreements herein to be kept and performed by the Owner, has remises above described to be used as a boat berth for the rental period of _____. Commencing on _____ and until _____ at a monthly/yearly rate of _____ payable to the owner _____

A late fee may be required if any scheduled payment is not received within 10 days. Should Renter fail to make any scheduled payment within thirty (30) days the relation of the Owner and the Renter herein created at the option of the Owner shall wholly cease. The Owner after first fully complying with all necessary legal requirements may re-enter said premises and in compliance with the existing law may see that all persons and belongings of said Renter are removed there from. Renter shall be fully responsible for any and all costs for legal services to obtain payment and/or removal of Renter from property.

IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED that the Renter will keep the demised premises in a clean and healthy condition, in accordance with the ordinances of the city and the direction of the property authorities; the Renter will keep all the said premises in as good repair as the same are in at the commencement of the term herein provided for, or as they shall be at any time during its continuance, and at the end of said term will deliver up the same in as good order and condition as they were at the commencement of this lease or may afterwards be put in during the continuance thereof, reasonable use and wear and damages by fire and other unavoidable accidents alone excepted; the Renter will not assign, transfer, or set over this lease, or any part of said premises, to any person or persons, or make or allow to be made any alterations or additions to the same without the consent of the Owner or his agent being first obtained in writing permitting the same; and the Renter will abide and follow the Urbanna Harbour Yacht Club Rules and Regulations.

The following Rules apply within the confines of Urbanna Harbour Yacht Club (UHYC). The Unit Owners Association (the Association) and the Board of Directors (the Board) may take any action necessary to ensure compliance with these Rules.

1. Each Unit owner is responsible for ensuring that they, their guests and renters comply with these Rules.
2. All vessels occupying any Unit of the Condominium shall be insured by a Protection and Indemnity (P & I) policy issued by an authorized company to write such marine insurance in Virginia and must carry liability coverage of \$300,000. This policy must include coverage for pollution cleanup. An insurance declaration page must be supplied to the Board annually.
3. Any Unit owner who rents their Unit must submit to the Association a copy of the written lease which requires adherence to Association rules and provides the renter's emergency contact numbers, email and insurance declaration.
4. No Unit shall be used for anything other than berthing of approved vessels. Vacation rentals such as Airbnb and Vrbo are prohibited.
5. House Barge type vessels are prohibited from occupying Units.
6. All vessels occupying Units must be seaworthy, clean, painted and operable except for brief periods to enable temporary repairs (not to exceed 8 days).

7. All vessels must be equipped to the requirements of current US Coast Guard regulations for open water navigation.
8. It is the responsibility of the vessel owner to ensure that their vessel is properly secured at all times. The Association does not assume any responsibility for protection and/or damages to the owner's vessel.
9. Any vessel which sinks in a Unit must be removed in a timely manner. The Association reserves the right to arrange for the removal of the sunken vessel at the expense of the vessel owner or unit owner.
10. Unvented kerosene or propane heaters, wood burning stoves and unattended electric heaters are prohibited. No charcoal or open fires of any kind are allowed unless approved by the Board.
11. No one shall discharge or dump any sewage or other waste material into the water.
12. On Board stays are restricted to a maximum duration of 180 days per year unless approved by the Board.
13. Unlawful or improper behavior is not permitted. Loud music after 10:00 p.m. is prohibited.
14. Dogs must be kept on a leash at all times and pet owners are responsible for waste clean-up.
15. Parking is allowed only in the north and south parking areas. The north dock entrance circle is strictly for loading and unloading.
16. No Unit owner, guest or renter shall store anything including cars, boats or trailers on the common area long term without permission from the Board.
17. Nothing is allowed to be stored on the docks. Dinghy rack space is available for an annual fee.
18. All bicycles must be stored on the owner's vessel or in the provided bicycle racks. No motorized vehicles are allowed on the docks except those for the disabled.
19. No Unit owner, guest or renter shall alter or add attachments to the docks without the prior written consent of the Board.
20. For Sale signs are limited to 12" x 12" in size. No other signs are permitted. Advertising or soliciting is not permitted.
21. Only Unit Owners, their guests and renters are entitled to use the pool. There is no lifeguard on duty at any time.
22. Within the pool enclosure:
 1. Children under age 12 must be supervised at all times.
 2. The following are not allowed:
 1. Pets
 2. Glass items including containers
 3. Boisterous playing or use of large balls or floats
 4. Diving
 5. Running
 6. Alcohol

IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED that the character of the occupancy of the premises, as above expressed, is in special consideration and inducement for the granting of this lease by the owner to the occupant, and in the event of a violation by the occupant of any restriction or condition herein imposed, this lease and agreement shall, at the option of the owner, cease, determined be at an end, anything hereinbefore contained to the contrary in any wise notwithstanding.

Note: All rented boat slips are subject to sale. Owner agrees to move or allow boat to be moved at least one day prior to closing in the event the presently assigned slip is sold. Owner agrees to accept assignment of another slip under the same terms as originally agreed upon in the contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Dated this ____ day of _____

Slip Owner(s)

Renter

Renter
