

**SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM ASSOCIATION**  
**15051 Punta Rassa Road**  
**Fort Myers, Florida 33908**  
**239.333.4200**  
**239.333.4210 Fax**

**UNIT LEASE**

LEASE TERM: FROM \_\_\_\_\_ TO \_\_\_\_\_

Unit Owner/Lessor: \_\_\_\_\_

Unit #. \_\_\_\_\_

**Rent + Applicable Sales Tax** (per month) \$ \_\_\_\_\_

Vessel Owner / Lessee: \_\_\_\_\_

Lessee Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Lessor Phone: Local \_\_\_\_\_ Bus./Out of Town: \_\_\_\_\_

Lessee Phone: Local \_\_\_\_\_ Bus/Out of Town: \_\_\_\_\_

Lessee Email Address \_\_\_\_\_

Name of Boat: \_\_\_\_\_

Boat Length: \_\_\_\_\_ Boat Width: \_\_\_\_\_ Boat Height: \_\_\_\_\_

Boat Mfr and Model: \_\_\_\_\_ Year: \_\_\_\_\_

Engine Mfr: \_\_\_\_\_ Horsepower: \_\_\_\_\_

Equipped with Battery Cut-off Switch? YES \_\_\_\_\_ NO \_\_\_\_\_

Auxiliary Engine? YES \_\_\_\_\_ NO \_\_\_\_\_ MFR. \_\_\_\_\_ HP \_\_\_\_\_ YR \_\_\_\_\_

Auxiliary Engine Lock? YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Users: \_\_\_\_\_

**\*\*It is the Lessee's responsibility to make sure that the vessel fits in the space that you are leasing. To safely put the boat away we must have a clearance of 8 inches on the top and 3 inches on both sides. There are no exceptions to these guidelines set in place by our Board of Directors. In the event your vessel is deemed by the sole discretion of management to be a nuisance the vessel shall be denied access and potential fines may be levied. You must also have boaters insurance on file with the Association prior to bringing your boat to the Marina and must list Sanibel Harbour Yacht Club as additionally insured (15051 Punta Rassa Rd Fort Myers, FL 33908).**

## **STORAGE AND USE MUST COMPLY AT ALL TIMES WITH CONDOMINIUM RULES AND REGULATIONS**

The above named Lessor, hereby rents to Lessee the above listed Condominium Unit (the "Unit") from date hereof in consideration for which Lessee agrees to pay Lessor the monthly rental therefore on the first day of each and every month of the rental period. Subject to the terms and conditions herein, Lessor, hereby rents to Lessee, the Unit for the above stated term (not to be less than sixty (60) days), should Lessee not be in default of this agreement and/or rules and regulations, unless sooner terminated by either party in writing, with copy of Sanibel Harbour Yacht Club Condominium Association, Inc., a Florida not-for-profit corporation (the "Condominium Association") by Certified Mail, Return Receipt Requested thirty (30) days prior to departure, provided, however, that Lessee shall only have such a right of termination if Lessee is not in default hereunder, and Lessee has made payment in full to Lessor to all rental amounts and other amounts which may be or may become due Lessor from Lessee. In no event shall any event of force majeure, act of god, or other causes beyond the reasonable control of the parties, or any delays caused by lack of suitable financing or changes in economic or market conditions excuse the payment of Rent or other sums due by Lessee hereunder.

It is understood and agreed that Lessor and the Condominium Association assume NO liability for the above described boat and it is further understood and agreed that Lessor and the Condominium Association does not insure the above boat. It is understood that the Lessee is liable in all respects for the above described boat and will provide all insurance for his boat, but not limited to theft, vandalism, fire, drainage and personal liability.

Lessee hereby agrees that it shall abide by The Declaration of Condominium of Sanibel Harbour Yacht Club, a Condominium (the "Declaration of Condominium"), the Articles of Incorporation and Bylaws of Sanibel Harbour Yacht Club Condominium Association, Inc. a Florida not-for-profit corporation (the "Condominium Association") and any rules and regulations of the Condominium Association, all as the same may be amended from time to time, and hereby recognizes that a violation of the documents is a material breach of this Lease and is grounds for damages, termination and eviction. The lessee and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) and the Unit Owner shall be jointly and severally responsible for all of the Association's costs and expenses (including, without limitation, attorney's fees and costs of any kind, whether at trial or appellate levels or otherwise). Lessee acknowledges that the Lessor, pursuant to the Condominium Documents, irrevocably appoints the Condominium Association as the Lessor's agent authorized to bring actions in Lessor's name and at Lessor's expense including injunction, damages, termination and eviction. By executing this Lease, Lessee hereby acknowledges receipt of the Condominium Documents and rules and regulations of the Condominium Association. Notwithstanding the foregoing, Lessee acknowledges that neither the Condominium Association, nor any of its agents or Management Company contracted from time to time shall be liable or bear any responsibility arising from any dispute between Lessor or Lessee not relating to Condominium violations in the manner described above.

It is understood and agreed that while on the Condominium Property, no work will be performed on the above described boat except as may be permitted by the Condominium Documents and/or the Association.

In addition to and/or notwithstanding any other provision in this agreement in consideration of the mutual promises and covenants herein contained the Lessee hereby agrees to hold harmless, indemnify, release and forever discharge Lessor and the Condominium Association (to the extent permitted by law and the Condominium Documents) of and from any and all claims, demands, injuries, damages, actions, causes of action, or suits in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, or whether now, known or not known, disclosed or undisclosed foreseen or unforeseen, foreseeable or

unforeseeable, for or because of any matter or thing done, or omitted by Lessor or the Condominium Association prior, contemporaneous and/or subsequent hereto and including the date hereof, and in any way directly arising out of this or any other agreement with Lessor or the Condominium Association, regardless of fault.

Upon expiration of this Lease, or sooner termination by either party as provided herein. Lessee will be required to remove all of its personal property and/or boat from the Unit provided Lessee has paid to Lessor any and all amounts due under this Lease or any other agreement with Lessor including any repairs, replacements, alterations, labor, services and/or parts related to Lessee's personal property and/or boat. Should Lessee fail to remove said property and/or boat and/or fail to pay Lessor amounts due, then in addition to any other amount due, the Lessor may relocate Lessee's vessel and/or craft to another or other location and/or storage facility at Lessee's expense.

Any or all clubhouse charges, service work, labor, parts, repair, replacements, improvements, and/or alterations to any boat and/or vessel, whether in writing or requested orally, will be paid in full within ten (10) days of invoicing. A valid credit card is required to be kept on file with the comptroller at Sanibel Harbour Yacht Club which will be charged if payment is not received within 10 days of invoicing.

In order to induce Lessor to enter into this Lease, Lessee (jointly and severally) unconditionally guarantees the faithful and full performance by Lessee of all terms and conditions of this agreement and any other agreement, rules and regulations, for repairs or service or any other instrument referred to herein and/or attached hereto. In the event of a default under this Lease by Lessee, or failure to faithfully perform any of the terms, and/or conditions required of Lessee under this Lease, the Condominium Documents, any other agreement, and any other document or instrument referred to herein and/or attached hereto, and/or the event of failure of Lessee to make any or all payments of money required of it under this Lease or other agreement with Lessor, Lessor shall have the option, without limiting any of Lessor's rights and remedies under the law, of declaring the entire balance of the rental amount for the full term hereof due and payable in full, to include all sums at any time due and unpaid under the Lease, and, any attorneys fees incurred by Lessor for enforcements and/or collection, prior to suit with or without trial at any original and/or appellate or review forum and/or location, and or/ Lessor may terminate this Lease and relocate Lessee's vessel and/or craft to another location and/or storage facility at Lessee's expense.

This instrument and any other instrument referred to herein and/or attached hereto constitutes the entire agreement between Lessor and Lessee. No provision of this agreement shall be modified or rescinded unless in writing signed by an authorized representative of Lessor. Waiver by Lessor of any provision of this Lease in one instance shall not constitute a waiver as to any other instance.

This agreement is intended to constitute a valid and enforceable legal instrument, and no provision of this agreement that may be deemed unenforceable shall in any way invalidate any other part of the provision or any other provisions hereof, all which shall remain in full force and effect.

LESSOR	Lessee
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

I have read this agreement in its entirety.

Dated this \_\_\_\_ day of \_\_\_\_\_.

Credit Card Information

Credit Card Holder Name: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Card City/ State/ Zip code: \_\_\_\_\_

Local Phone: \_\_\_\_\_

Cell/Mobile: \_\_\_\_\_

E-mail address \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Credit Card Information**

Credit Card Holder (Name As it appears on Card):

\_\_\_\_\_

First

Middle/Initial

Last

Credit Card Type:-

\_\_\_\_\_

Credit Card Number: \_\_\_\_\_

CVV Number \_\_\_\_\_

Expiration

Date: \_\_\_\_\_

How would you like to be invoiced?

Email      Mail

(Check one)

How would you like to pay your monthly charges?

Check      Auto Credit Card

(Check one)

\_\_\_\_\_  
Applicant/Member Signature

\_\_\_\_\_  
Printed Name