

Augusta Sailing Club
House & Ground Rules Appendix N
Uniform Mooring Lease Agreement
Revised 20130211

THIS AGREEMENT is made this ____ day of _____, 20____, between the AUGUSTA SAILING CLUB, INC., a Georgia Corporation, hereinafter called "the Club", and _____

hereinafter called "mooringholder."

W I T N E S S E T H

1. GRANT. The Club, for and in consideration of the rents, covenants, and stipulations hereinafter mentioned, hereby leases and rents to the mooringholder and the mooringholder hereby leases and rents from the Club the following described premises subject to the terms and restrictions hereinafter provided:

Mooring No. _____ .

2. TERM. Month to month, beginning on _____, 20____ and continuing from month to month thereafter at the then published rate, subject to all other provisions herein.

3. RENT. The rent for the term of this lease is _____ dollars per month.

4. RENT CHANGES. Rent rates are reviewed periodically by the Club Board of Governors and are subject to change. Publication in the Club newsletter will constitute notice of rent rate change.

5. USE. (a) The mooringholder agrees that the mooring shall be used only for the berthing of a sailboat having a nominal displacement not exceeding five thousand (5,000) pounds. Nominal displacement is that advertised by the manufacturer. The Board of Governors may grant, in its discretion, exceptions for a specific cruising sailboat exceeding this nominal displacement to occupy a specific mooring. The premises may not be used in any manner as to create a nuisance or trespass. (b) The mooringholder accepts the leased premises in its present condition and as suited to the use intended by the mooringholder. The Club makes no warranties that the premises are fit for any particular use. (c) The mooringholder assumes all risks of loss for property damage and personal injury to the mooringholder or others arising from or in connection with the use or occupancy of the mooring or docking and launching facilities.

6. INCORPORATION OF THE CLUB'S HOUSE AND GROUND RULES. The mooringholder shall abide by the House and Ground Rules of the Augusta Sailing Club, Inc., including such provisions as may be from time to time added or amended, such rules being incorporated herein and made part hereof by this reference.

7. LIMITATION ON USE UPON TERMINATION OR SUSPENSION OF MEMBERSHIP. (a) This lease does not grant the mooringholder any right to use or come onto any property owned or leased by the Club (including the premises demised under this lease agreement) if the mooringholder's membership privileges in the Augusta Sailing Club, Inc. have been terminated or suspended. The mooringholder acknowledges that at such time as the mooringholder's membership in the Augusta Sailing Club, Inc. terminates, or at such time the mooringholder may be suspended from membership as provided in the Bylaws of the Augusta Sailing Club, Inc., the mooringholder shall have no right to use the facilities of the Augusta Sailing Club, Inc., including the premises herein leased, notwithstanding the mooringholder's advance payment of the rent hereunder. (b) Upon suspension of membership, the mooringholder shall continue to be responsible for the payment of rent as provided in Paragraph 3 hereof. Should emergency require that the mooringholder come onto the Club property, the mooringholder shall enter upon the premises only as provided in the Club's House and Grounds Rules. (c) Upon termination of membership, within ten (10) days thereafter, the mooringholder shall

remove his property from the leased premises. As provided in Paragraph 8 hereof, the mooringholder may assign his interest in this lease or reconvey such interest to the Club. Until such assignment, mooringholder shall be liable for the payment of the rent as may be due, notwithstanding the fact the mooringholder shall no longer have the right to enter upon the Club's property.

8. ASSIGNMENT, TRANSFER AND SUBLETTING. (a) Except as specifically provided in this paragraph, the Club shall have the "first option" on the leased premises and to this lease should the mooringholder desire to sell, assign, convey, give, or otherwise transfer mooringholder's interest under this lease to any third party. (b) Mooringholder shall advise the Club in writing of his intent to transfer or assign this lease whereupon the Club shall have a period of thirty (30) days from the date of receipt of such notice to notify the mooringholder of termination of the lease. A failure by the mooringholder to afford the Club the opportunity to exercise its option prior to transfer or assignment of mooringholder's interest shall constitute a breach of this Lease Agreement and shall terminate this Lease Agreement immediately upon such transfer or assignment. (c) The Club may advise mooringholder in writing at any time during this thirty (30) day period of its decision to not exercise its option hereunder whereupon mooringholder shall have the right to transfer or assign his interest to any member in good standing of the Augusta Sailing Club, Inc. for such value as mooringholder and such third party may agree. (d) Any assignee, purchaser, donee or other successor to the mooringholder's interest herein shall in all respects be bound by all of the terms and provisions of this lease, including the Club's "first option", in the event of any subsequent sale, assignment or other transfer of this lease or the leased premises. (e) In the following situations, the Club shall not have a "first option" in the event of transfer provided the transferring member is in good standing:

- (1) When the transfer is to a member in good standing of the Augusta Sailing Club, Inc. and such member is the purchaser of a yacht owned by the mooringholder and principally berthed in the leased premises;
- (2) When the transfer is in the nature of a "swap" or exchange between the mooringholder and the lessee of another of the Club's moorings;
- (3) When the transfer is in substance a subletting of the leased premises to another member of the Augusta Sailing Club, Inc., and the member is remaining a member of the Augusta Sailing Club, Inc.; and
- (4) When the transfer is in fact a gift or bequest to a member of the mooringholder's immediate family who is also a member of Augusta Sailing Club, Inc.

(f) Mooringholder agrees that this lease may only be transferred or assigned to a party who is a member in good standing of the Augusta Sailing Club, Inc. Any other transfer shall be a breach of the Lease Agreement and shall terminate this Lease Agreement immediately. (g) In all cases, mooringholder shall advise the Club of the name and address of transferee.

9. INSURANCE. The mooringholder shall maintain at its own cost and expense insurance in the amount adequate to cover the cost or replacement of the mooringholder's boat and other property stored in the leased premises in the event of any loss. The mooringholder shall maintain liability coverage for bodily injury and property damage liability including fuel spill liability with limits not less than \$100,000. The Augusta Sailing Club, Inc. shall be named as an additional insured and listed on the insurance certificate. The mooringholder shall provide evidence of insurance coverage to the Club. The Club shall not be liable for loss of the mooringholder's property due to fire, theft, storm, Act of God, or other casualty, whether due to the negligence of the Club or otherwise. The Club is not obligated to procure insurance insuring the mooringholder's boat or other property belonging to the mooringholder from the risk of loss from any hazard whatsoever. The mooringholder specifically acknowledges that he has agreed herein that the Club shall not be held liable for any damages to the mooringholder's property, whether such damage is caused by negligence of the Club or any other party.

10. HOLD HARMLESS. Mooringholder agrees to indemnify and save harmless the Club against all claims for damages to persons or property by reason of the use or occupancy of the leased premises by the mooringholder, and all expenses incurred by the Club because thereof, including attorney's fees and court costs.

11. DESTRUCTION OF PREMISES. If the premises are totally destroyed by fire, theft, storm, Act of God, or other casualty, this lease shall terminate as of the date of such destruction and the rental fee shall be accounted for between the Club and mooringholder as of that date. If the premises are

damaged, but not totally destroyed by any such casualty, rental shall abate in such proportion as use of the premises has been interrupted, and the Club shall restore said premises to substantially the same condition as before the damage as speedily as practicable, whereupon full rental shall recommence.

12. DUTY TO REPAIR. The Club shall keep in good repair the mooring anchors, balls and chains except that the mooringholder shall be liable for the cost of such repair occasioned by the negligence of the mooringholder or his guests. The Club shall have no obligation to inspect the premises and the mooringholder agrees to notify the Club promptly of any defective condition known to mooringholder.

13. MODIFICATIONS BY MOORINGHOLDER. The mooringholder shall not make any modifications to the premises whatsoever without prior written consent of the Club.

14. CONDITION ON TERMINATION. Mooringholder agrees to return said premises to the Club at the expiration, or upon prior termination, of this lease in good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, or other casualty excepted.

15. COMPLIANCE WITH GOVERNMENT AUTHORITY. Mooringholder agrees, at his own expense, to promptly comply with all requirements of any legally constituted authority whether made necessary by reason of the mooringholder's occupancy of said premises or otherwise. The Club also agrees to promptly comply with all such requirements, except those made necessary by the mooringholder's occupancy. It is mutually agreed, however, that if, in order to comply with such requirement, the cost to the Club or mooringholder, as the case may be, shall exceed a sum equal to one year's rent, then the Club or mooringholder who is obligated to comply with such requirement is privileged to terminate this lease by giving written notice of termination to the other party, which notice shall eliminate the necessity of compliance with such requirement by the party giving notice unless the party receiving such notice of termination shall before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

16. DEFAULT. (a) In the event that the mooringholder shall default in the payment of rent when due, and fails to cure said default within fifteen (15) days after written notice thereof from the Club; or if mooringholder shall be in default in performing any terms or provisions of this lease other than the provision requiring payment of rent and except as provided in Paragraph 8, and fails to cure such default within thirty (30) days after written notice of default from the Club; then and in any such events, the Club at its option may at once, or within six (6) months thereafter (but only during continuation of such default or condition) terminate this lease by written notice to mooringholder; whereupon this lease shall end. (b) The Club, as mooringholder's agent, without terminating this lease, upon mooringholder's breaching of this contract, may at the Club's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiation and for any term the Club deems proper. Mooringholder shall be liable to the Club for the deficiency, if any, between the mooringholder's rent hereunder and the price obtained by the Club on reletting.

17. MOORINGHOLDER'S RIGHT TO RENEW ON EXPIRATION OF TERM. Upon expiration of this lease, providing the mooringholder is in compliance with all the terms of this lease, the mooringholder shall have the right to re-lease the leased premises on such terms as provided in the Club's House and Ground Rules applicable at that time.

18. THE CLUB'S RIGHT ON TERMINATION. (a) Upon termination of this lease, mooringholder will at once surrender possession of the premises to the Club and shall forthwith remove all of mooringholder's effects therefrom; and the Club may forthwith re-enter the premises and repossess himself thereof; and remove all of mooringholder's effects therefrom without being guilty of trespass or other tort. (b) After termination of this lease, and upon due notice to mooringholder, the Club shall have the right of removing mooringholder's boat and equipment to any mooring, mooring or into dry storage at either the Augusta Sailing Club, Inc. or any other Lake Thurmond (Clarks Hill) marina offering such services. The cost of said removal and/or dry storage shall be at the expense of mooringholder. During said removal, the Club shall not be liable to mooringholder for damages to said boat or equipment. (c) If mooringholder remains in possession of the premises after expiration of the term with the Club's acquiescence and without any express agreement of parties, mooringholder shall be a mooringholder "at will" at the rental rate in effect at the end of lease; and there shall be no renewal of this lease by operation of law.

19. NOT USED.

20. IDENTIFICATION STICKER. Mooringholder shall affix to any boat berthed in these premises an Augusta Sailing Club identification sticker which is available from the Club at a nominal fee.
21. MOVING BOATS BY THE CLUB. The Club may temporarily move the mooringholder's boat, or other property, to effect repairs or for any similar reason.
22. RELATIONSHIP BETWEEN THE CLUB AND MOORINGHOLDER. This contract shall create the relationship of Landlord and mooringholder between the parties hereto; no estate shall pass out of the Club. This Lease Agreement is not assignable by mooringholder except as expressly provided in paragraph 8 hereof.
23. ATTORNEY'S FEES. If any rent owing under this lease collected by or through an attorney at law, mooringholder agrees to pay the Club's reasonable attorney's fees. If any other provision of this lease is enforced through an attorney at law, the mooringholder agrees to pay the Club's reasonable attorney's fees.
24. PARTIES RIGHTS TO BE CUMULATIVE. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive to those given by law.
25. WAIVER. No failure of the Club to exercise any powers given the Club hereunder, or to insist upon strict compliance by mooringholder with his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Club's right to demand exact compliance with the terms hereof. Time is of the essence of this agreement.
26. REQUIREMENT OF MEMBERSHIP IN THE AUGUSTA SAILING CLUB, INC. This lease may only be entered into between the Club and members in good standing of the Augusta Sailing Club, Inc. The parties hereto acknowledge that this agreement shall be null and void and without legal effect unless on the date of this agreement the mooringholder is a member in good standing of the Augusta Sailing Club, Inc.
27. NOT USED.
28. DEFINITIONS. "Mooringholder" shall include the original party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also mooringholder's assignees or sublessees, as to the premises covered by such assignment or sublease.
29. TERMINATION. (a) Termination by mooringholder. Mooringholder shall give the Club thirty (30) days written notice of termination. (b) Termination by the Club. (1) For cause. The Club may terminate this agreement for cause if the mooringholder violates any terms or conditions of this agreement or its incorporated obligations. If the mooringholder violates any of the terms and conditions in this agreement, the Club shall have the option of terminating this agreement upon thirty (30) days written notice to mooringholder without waiving any other rights herein under. Mooringholder must remove their boat from the mooring prior to the end of the notice period. (2) Not for cause. The Club retains the right to terminate this agreement without cause, at anytime, upon thirty (30) days written notice to the mooringholder. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the mooringholder, and mooringholder shall remove their boat by the termination date so noticed. Nothing in this paragraph shall waive any other right of the Club under this agreement, at law, equity or admiralty.
30. NOTICES. Any notice required to be given to the parties under this agreement shall be effective upon mailing to the Club's business address and the mooringholder's billing address.
31. BOAT CONDITION. The mooringholder agrees to maintain the boat stored in the leased premises in a clean, usable and shipshape condition. The primary purpose of the Club is to promote sailing and therefore boat condition in a clean, usable and shipshape condition is of the essence of this agreement. Useable is defined as able to get safely under way within a 24 hour period in the usual and prevailing conditions found at the lake and to be in compliance with all applicable laws, rules and regulations. Noncompliance with the 24 hour requirement is granted for maintenance however exceptions for noncompliance lasting more than one month require written approval of the Dock Authority. Mooring lines shall be kept secure at all times when at the mooring so as to prevent damage to the boat and shall be in accordance with Appendix F of the House & Ground Rules. Failure of the mooringholder to comply with the boat condition requirements is grounds for termination of this lease agreement. The Dock Authority shall determine boat condition and the Commodore shall be the final authority of any appeal.

IN WITNESS WHEREOF the parties hereto have affixed their hands and set their seals this year and day first above written.

Mooringholder: _____ LS

Augusta Sailing Club: _____ LS

Title/Print Name: _____

This lease supersedes any lease entered into between the mooringholder and the Club prior to June 11, 2012 whether expressed or implied. By incorporation into the ASC House & Ground Rules the terms and conditions of this lease shall be binding on the Club and the member/mooringholder whether this lease is executed by hand signature or not.