

PORT HARBOR MARINE DOCKAGE

TERMS AND CONDITIONS

1) UTILITIES

LESSEE SHALL HAVE THE RIGHT TO USE THE ELECTRICITY AND WATER CONNECTIONS PROVIDED ON THE "POWER CENTERS" AT THE SLIP, AT LESSOR'S SOLE OPTION. LESSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY KIND TO THE VESSEL OR ANY PERSONS OR PROPERTY RESULTING FROM ANY INTERRUPTIONS IN UTILITY SERVICES. LESSOR DOES NOT GAURANTEE THAT UTILITIES (SUCH AS ELECTRICITY, WATER, CABLE TV OR INTERNET) SHALL BE CONTINUOUS.

2) USE OF MARINA FACILITY

DURING THE TERM OF THIS LEASE, PROVIDED THAT LESSEE IS NOT IN DEFAULT HEREUNDER, LESSEE SHALL HAVE THE RIGHT TO USE THE PIERS, DOCKS AND FLOATS IN THE MARINA FOR ACCESS BY FOOT TO THE SLIP, SUBJECT TO THE RIGHT OF ALL OTHER SLIP OWNERS AND LESSEES TO USE SUCH FACILITIES.

3) DELIVERY OF SLIP

LESSOR SHALL RETAIN THE RIGHT TO DESIGNATE DOCK SPACE. EVERY EFFORT SHALL BE MADE TO ASSIGN LESSEE THE DOCK SPACE OF HIS/HER CHOICE: HOWEVER, THE RIGHT OF OTHER LESSEES AND THE LESSOR'S BUSINESS JUDGMENT SHALL ALSO BE RELEVANT FACTORS IN THE ASSIGNMENT OF DOCK SPACE.

4) REPRESENTATIONS OF LESSEE

LESSEE REPRESENTS AND WARRANTS TO LESSOR THAT THE INFORMATION SET FORTH ON THE COVER PAGE OF THIS LEASE WITH REGARD TO THE LESSEE'S ADDRESS, THE VESSEL, THE VESSEL OWNER (IF DIFFERENT THAN LESSEE), AND THE VESSEL OWNER'S ADDRESS IS TRUE, CORRECT AND ACCURATE.

5) USE OF SLIP FOR VESSEL

LESSEE SHALL USE THE SLIP ONLY FOR MOORING THE VESSEL SPECIFIED ON THE COVER PAGE OF THIS LEASE. IF LESSEE WISHES TO CHANGE THE VESSEL FOR WHICH IT MAY USE THE SLIP TO A DIFFERENT VESSEL, THE "NEW VESSEL", LESSEE MUST NOTIFY THE MARINA MANAGER OF THE PROPOSED CHANGE AND PROVIDE THE MARINA MANAGER WITH ALL THE INFORMATION REQUIRED WITH RESPECT TO THE NEW VESSEL. LESSEE MAY NOT USE THE SLIP FOR THE NEW VESSEL UNLESS AND UNTIL LESSEE OBTAINS THE MARINA'S WRITTEN CONSENT, WHICH CONSENT SHALL BE AT THE SOLE DISCRETION OF THE MARINA MANAGER. IF THE MARINA MANAGER GIVES HIS CONSENT TO THE PROPOSED VESSEL CHANGE, HE MAY INCREASE THE RENT BASED ON THE LENGTH OF THE NEW VESSEL, IF THE NEW VESSEL IS LONGER THAN THE ORIGINAL VESSEL. HOWEVER, LESSOR IS UNDER NO OBLIGATION TO REDUCE THE RENT OVER THE REMAINING TERM OF THE LEASE. UPON A CHANGE OF THE VESSEL FOR WHICH LESSEE MAY USE THE SLIP PURSUANT TO THIS PARAGRAPH 5, THE TERM "VESSEL" AS USED HEREIN SHALL THEREUPON BE DEFINED TO MEAN THE NEW VESSEL AND ALL PROVISIONS HEREOF SHALL PERTAIN TO THE NEW VESSEL.

6) MOORING OF VESSEL

LESSEE SHALL MOOR THE VESSEL AT THE SLIP SO THAT THE VESSEL IS SECURELY TIED AND CREATES NO RISK OF INJURY TO ANY PERSON AND NO RISK OF DAMAGE TO OTHER VESSELS, THE SLIP, OR THE MARINA. LINES USED TO SECURE THE VESSEL SHALL BE OF SUFFICIENT SIZE AND QUALITY TO ENSURE SAFE MOORING. LESSEE SHALL NOT MOOR THE VESSEL, OR ANY DINGHIES USED IN CONNECTION THEREWITH, SO THAT THE VESSEL OR SUCH DINGHIES OBSTRUCT THE FREE PASSAGE OF OTHER VESSELS. LESSEE SHALL COVER ANY OPEN VESSEL AND SHALL TIE ALL HALYARDS AWAY FROM THE MAST BEFORE LEAVING THE VESSEL. ANY FENDERS USED BY LESSEE SHALL BE ATTACHED ONLY TO THE VESSEL AND NOT TO THE SLIP OR ANY PIER, DOCK, RAMP OR FLOAT. IF THE VESSEL IS NOT, IN LESSOR'S SOLE OPINION, SAFELY OR PROPERLY MOORED OR IS MOORED IN ANY MANNER WHICH CREATES AN OBSTRUCTION TO OTHER VESSELS, LESSOR MAY, BUT SHALL HAVE NO DUTY OR OBLIGATION TO TAKE ANY ACTIONS NECESSARY TO CORRECT SUCH CONDITION, INCLUDING WITHOUT LIMITATION, REMOORING THE VESSEL, SECURING THE VESSEL WITH DIFFERENT OR ADDITIONAL LINES, MOVING THE VESSEL TO ANOTHER BERTH AT THE MARINA, OR REMOVING THE VESSEL FROM THE MARINA. SHOULD LESSOR TAKE ANY SUCH ACTIONS, LESSEE SHALL UPON RECEIPT OF INVOICE PAY LESSOR FOR THE SERVICES PROVIDED AND REIMBURSE THE LESSOR FOR ANY COSTS AND EXPENSES INCURRED.

7) CARE OF SLIP

LESSEE SHALL MAINTAIN THE SLIP AND IMMEDIATELY ADJACENT AREAS IN A NEAT AND CLEAN CONDITION. LESSEE SHALL NOT PAINT, DECORATE, EMBELLISH, CHANGE, MAKE ANY ALTERATIONS OR ADDITIONS TO, STRIP OR WASTE THE SLIP OR ANY OTHER AREAS IN THE MARINA. LESSEE SHALL KEEP THE DOCK AREA CLEAR OF ALL GEAR, TACKLE AND OTHER OBSTRUCTIONS.

8) PROHIBITED ACTIVITIES

NEITHER THE LESSEE NOR HIS FAMILY, FRIENDS, RELATIVES, CREW, INVITEES, VIITORS, AGENTS OR SERVANTS SHALL MAKE ANY UNLAWFUL, NOISY OR OFFENSIVE USE OF THE SLIP OR THE MARINA, NOR CREATE ANY NUISANCE OR CAUSE ANY DAMAGE TO THE SLIP OR MARINA, NOR DISTURB OR INTERFERE WITH THE RIGHTS, COMFORT, SAFETY OR ENJOYMENT OF THE OTHER SLIP OWNERS OR LESSEES, NOR MAKE ANY USE WHATSOEVER OF THE SLIP OTHER THAN AS A BERTHING FOR THE VESSEL. WITHOUT INTENDING ANY LIMITATION, THE FOLLOWING ACTIVITIES SHALL BE PROHIBITED AT THE SLIP, ON ANY VESSEL, AND IN THE MARINA: THE MAKING OF ANY FIRES (EXCEPT IN FIXED STOVES IN THE VESSEL GALLEY); USE OR STORAGE OF ANY FLAMMABLE MATERIALS (OTHER THAN GASOLINE IN THE VESSEL FUEL TANKS AND ANY ENGINE LUBRICANTS KEPT IN PROPER CONTAINERS); USE OF PAINT BURNERS, CHARCOAL COOKOUTS; HANGING OF CLOTHES, BATHING SUITS, TOWELS OR OTHER ARTICLES; DISPLAY OF "FOR SALE" SIGNS OR ANY OTHER TYPE OF SIGNS; ADVERTISING OR SOLICITING; LOUD, LEWD OR OFFENSIVE BEHAVIOR; LOUD PLAYING OF TELEVISIONS, RADIOS, TAPE PLAYERS OR RECORD PLAYERS; STORAGE OF ANY GEAR, EQUIPMENT, SUPPLIES OR OTHER MATERIALS ON OR OBSTRUCTION OF THE PIERS, DOCKS, RAMPS, FLOATS AND COMMON AREAS; DISCHARGE OF GASOLINE, OILS, FLAMMABLE SUBSTANCES, SEWERAGE, CONTAMINATED WASTES OR REFUSE INTO THE WATER OR ONTO THE PIERS, DOCKS, RAMPS, FLOATS OR COMMON AREAS. IF THE LESSEE ENGAGES IN ANY PROHIBITED ACTIVITIES, THE LESSEE SHALL DEEM TO BE IN BREACH OF THIS LEASE AND MAY BE FINED OR EVICTED FROM THE SLIP.

9) COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS IN ITS OPERATION OF THE VESSEL AND ITS USE OF THE SLIP AND THE MARINA, INCLUDING, WITHOUT LIMITATIONS, ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES COAST GUARD, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE STATE OF MAINE, CITY OF SOUTH PORTLAND, AND THE PORTLAND HARBOR MASTER. LESSEE SHALL UPON RECEIPT OF ANY INVOICE REIMBURSE LESSOR FOR ANY COSTS INCURRED BY LESSOR BECAUSE OF LESSEE'S FAILURE TO COMPLY WITH ANY SUCH LAW, ORDINANCE, RULE OR REGULATION.

10) CONDITION OF VESSEL

LESSEE SHALL AT ALL TIMES MAINTAIN VESSEL IN A SAFE SEAWORTHY CONDITION. LESSEE SHALL NOT AT ANYTIME PERMIT THE VESSEL TO CONSTITUTE A FIRE OR EXPLOSION HAZARD IF, IN THE LESSOR'S SOLE OPINION, THE CONDITION OF THE VESSEL AT ANY TIME CREATES A SAFETY HAZARD, LESSOR MAY BUT SHALL HAVE NO DUTY OR OBLIGATION TO TAKE ACTIONS NECESSARY TO ABATE THE HAZARD, INCLUDING WITHOUT LIMITATION, MOVING THE VESSEL TO ANOTHER BERTH AT THE MARINA OR REMOVING THE VESSEL FROM THE MARINA. SHOULD LESSOR "TAKE ANY SUCH ACTIONS", LESSEE SHALL UPON RECEIPT OF ANY INVOICE PAY LESSOR FOR THE SERVICES PROVIDED AND SHALL REIMBURSE LESSOR FOR ANY COSTS AND EXPENSES INCURRED.

11) WORK ON VESSEL

LESSEE MAY WORK ON HIS/HER VESSEL IN THE MARINA AS LONG AS SUCH WORK DOES NOT INTERFERE WITH THE RIGHTS OF OTHER LESSEES OR THE OPERATION OF THE MARINA. IF LESSEE WISHES TO HAVE SOMEONE OTHER THAN HIMSELF OR AN EMPLOYEE OF LESSOR WORK ON HIS/HER VESSEL IN THE MARINA, PRIOR WRITTEN APPROVAL MUST BE OBTAINED FROM LESSOR. SUCH APPROVAL WILL BE GRANTED ONLY IF LESSOR CANNOT PERFORM THE REQUIRED REPAIRS TO THE VESSEL AND/OR THE OUTSIDE SERVICE CONTRACTOR CAN DELIVER TO LESSOR EVIDENCE OF A STANDARD CERTIFICATE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE COVERAGE.

12) VESSEL IN SINKING CONDITION

LESSOR MAY, BUT SHALL HAVE NO DUTY OR OBLIGATION TO, PUMP OUT THE VESSEL IF THE VESSEL IS IN A SINKING OR SWAMPED CONDITION OR RAISE THE VESSEL IF IT HAS SUNK. SHOULD LESSOR TAKE SUCH ACTIONS, LESSEE SHALL UPON RECEIPT OF INVOICE PAY LESSOR FOR THE SERVICES PROVIDED AND SHALL REIMBURSE LESSOR FOR ANY COSTS AND EXPENSES INCURRED.

13) OPERATION OF VESSEL

LESSEE SHALL OPERATE THE VESSEL WITH DUE CARE SO AS TO AVOID INJURY TO ANY PERSON AND SO AS TO AVOID DAMAGE TO OTHER VESSELS, PROPERTY, THE SLIP AND THE MARINA. LESSEE SHALL FURTHER OPERATE THE VESSEL IN COMPLIANCE WITH THE "RULES OF THE NAUTICAL ROAD" AS SET FORTH IN COAST GUARD PUBLICATION NO. 169, AS AMENDED FROM TIME TO TIME.

14) ASSIGNMENT AND SUBLETTING

LESSEE SHALL NOT ASSIGN OR SUBLET THE SLIP OR PERMIT ANY VESSELS OTHER THAN THE VESSEL INDICATED ON THIS CONTRACT, TO USE THE SLIP. LESSEE SHALL NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY PERSON.

15) INDEMNIFICATION

LESSEE AND VESSEL OWNER HEREBY JOINTLY AND SEVERALLY AGREE TO INDEMNIFY, DEFEND AND HOLDS LESSOR HARMLESS FROM ALL CLAIMS, SUITS, ACTIONS AT LAW, JUDGEMENTS, LIABILITIES, LOSSES AND DAMAGE, INCLUDING ATTORNEYS FEES ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM USE OF THE SLIP, MARINA OR VESSEL, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, ANY INJURY OR DAMAGE RESULTING FROM (A) NEGLIGENT, CARELESS, IMPROPER OR UNLAWFUL OPERATION, BERTHING, AND MOORING OF THE VESSEL (B) FAILURE TO MAINTAIN THE VESSEL IN A SAFE AND SEAWORTHY CONDITION (C) DELAY IN LAUNCHING, HAULING, WINTER STORAGE, TRANSPORTING, OR COMMISSIONING CAUSED BY WEATHER OR ANY OTHER EVENT BEYOND THE CONTROL OF THE LESSOR, OR (D) VIOLATION OF ANY OF THE TERMS AND CONDITIONS OF THIS LEASE.

16) LESSEE'S PROPERTY AT LESSEE'S SOLE RISK

THE VESSEL AND ALL PERSONAL PROPERTY OF LESSEE KEPT AT THE SLIP AND THE MARINA SHALL BE AT THE SOLE RISK OF THE LESSEE (AND THE VESSEL OWNER, IF DIFFERENT FROM LESSEE). LESSOR SHALL NOT BE LIABLE FOR DAMAGE TO OR LOSS OF ANY VESSEL OR LESSEE'S (OR VESSEL OWNER'S) OTHER PERSONAL PROPERTY BY ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY FIRE, FLOOD, WATER, THEFT, VANDALISM, HIGH/LOW WATER, WIND, COLLISION, ICE, RAIN, OR ANY OTHER ACT OF GOD. LESSOR SHALL ALSO NOT BE LIABLE FOR DAMAGE OR LOSS TO THE VESSEL OR LESSEE'S (OR VESSEL OWNER'S) OTHER PERSONAL PROPERTY RESULTING FROM LESSOR HAVING TAKEN ANY ACTION WITH RESPECT THERETO WHICH LESSOR HAS THE RIGHT TO TAKE UNDER THIS LEASE, INCLUDING WITHOUT LIMITATION, ANY MOORING, MOVING, REMOVAL, PUMPING OUT, OR RAISING OF THE VESSEL. LESSEE (AND THE VESSEL OWNER, IF DIFFERENT FROM LESSEE) UNDERSTANDS AND AGREES THAT IT SHALL BE HIS OWN OBLIGATION TO INSURE THE VESSEL AND HIS PERSONAL PROPERTY. LESSOR SHALL NOT BE REQUIRED TO MAINTAIN A WATCHMAN OR ANY MECHANICAL SECURITY OR FIRE ALARM SYSTEM.

17) USE OF SLIP AT LESSEE'S RISK

LESSOR MAKES NO REPRESENTATIONS OR WARRANTY (EXPRESSED OR IMPLIED) WITH RESPECT TO THE CONDITION OR OPERATION OF THE MARINA OR SLIP. VESSEL OWNER, LESSEE, THEIR FAMILY, FRIENDS, RELATIVES, CREW, INVITEES, VISITORS, AGENTS AND SERVANTS SHALL USE THE SLIP AND THE MARINA AT THEIR OWN RISK. LESSOR SHALL NOT BE LIABLE FOR ANY INJURY TO ANY OF THE AFORESAID PERSONS. IN ADDITIONS, LESSEE UNDERSTANDS THAT CONSTRUCTION MAY BE IN PROGRESS AT THE MARINA AND IN AREAS SURROUNDING THE MARINA. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO THE VESSEL OR LESSEE'S OTHER PERSONAL PROPERTY OR FOR ANY INJURY TO THE VESSEL OWNER, LESSEE, THEIR FAMILY, FRIENDS, RELATIVES, CREW, INVITEES, VISITORS, AGENTS, AND SERVANTS RESULTING FROM SUCH CONSTRUCTION.

18) VESSEL INSURANCE

AS LONG AS THE VESSEL IS LOCATED AT THE MARINA, LESSEE (OR THE VESSEL OWNER) SHALL MAINTAIN A FULL MARINE VESSEL INSURANCE POLICY. THE VESSEL INSURANCE SHALL BE FROM A REPUTABLE INSURANCE COMPANY QUALIFIED TO DO BUSINESS IN THE STATE OF MAINE AND SATISFACTORY TO LESSOR. THE VESSEL INSURANCE SHALL INCLUDE (A) COVERAGE FOR DAMAGE TO THE VESSEL AND ITS CONTENTS UNDER AN "ALL RISK" POLICY, INCLUDING HULL INSURANCE IN AN AMOUNT AT LEAST EQUAL TO THE ACTUAL VALUE OF THE VESSEL AND ITS CONTENTS (B) LIABILITY INSURANCE OF NOT LESS THAN \$500,000 PER OCCURANCE OR IN THE AGGREGATE. THE VESSEL INSURANCE SHALL NAME LESSOR AS AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY COVERAGE. LESSEE SHALL DELIVER A CERTIFICATE EVIDENCING THE VESSEL INSURANCE TO LESSOR PRIOR TO LESSEE'S USE OF THE SLIP AND SUCH POLICY OR CERTIFICATE SHALL PROVIDE THAT THE INSURANCE MAY NOT BE CANCELLED OR MODIFIED WITHOUT THIRY (30) DAYS WRITTEN NOTICE TO LESSOR

- 19) FIRE, CASUALTY AND EMINENT DOMAIN
SHOULD A SUBSTANTIAL PORTION OF THE SLIP OR THE MARINA BE DAMAGED BY FIRE, FLOOD OR OTHER CASUALTY OR BE TAKEN BY EMINENT DOMAIN, LESSOR MAY ELECT TO TERMINATE THIS LEASE UPON WRITTEN NOTICE GIVEN TO LESSEE. IF SUCH FIRE, CASUALTY OR TAKING RENDERS THE SLIP OR THE ACCESS THERETO SUBSTANTIALLY UNSUITABLE FOR THEIR INTENDED USE, A JUST AND PROPORTIONATE ABATEMENT OF RENT SHALL BE MADE. LESSOR RESERVES AND LESSEE GRANTS TO LESSOR ALL RIGHTS WHICH LESSEE MAY HAVE FOR DAMAGES OR INJURY TO THE SLIP AND MARINA FOR ANY TAKING BY EMINENT DOMAIN.
- 20) RIGHT OF ENTRY AND RIGHT TO MOVE VESSEL
LESSOR MAY ENTER UPON THE SLIP OR THE VESSEL TO MAKE REPAIRS TO THE SLIP AND TO TAKE ANY ACTIONS NECESSARY FOR THE REPAIRS OF THE MARINA. LESSOR MAY ENTER THE VESSEL TO INSPECT THE VESSEL, TO TAKE ANY ACTION NECESSARY TO ENFORCE LESSEE'S COVENANTS AND AGREEMENTS UNDER THIS LEASE AND TO TAKE ANY ACTION NECESSARY IN AN EMERGENCY. LESSOR MAY MOVE THE VESSEL WITH OUT NOTICE TO MAKE ANY REPAIRS TO THE SLIP OR MARINA. LESSOR MAY MOVE THE VESSEL IN THE EVENT OF ANY EMERGENCY. LESSEE SHALL PROVIDE LESSOR WITH A SET OF MAIN DOOR OR HATCH KEYS AND IGNITION KEYS. LESSOR SHALL RETURN SUCH KEYS TO LESSEE UPON TERMINATION OF THIS LEASE.
- 21) LATE CHARGES
IN THE EVENT LESSEE FAILS TO PAY THE SLIP RENT OR ANY BILL RENDERED BY LESSOR WHEN DUE (INCLUDING, WITHOUT LIMITATION, ANY BILL FOR UTILITIES, FOR SERVICES PROVIDED BY THE LESSOR PURSUANT TO THE PROVISIONS OF THE LEASE, AND FOR COSTS INCURRED BY LESSOR AND TO BE REIMBURSED BY LESSEE PURSUANT TO THE TERMS OF THIS LEASE), LESSEE SHALL PAY INTEREST THEREON AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH DURING SUCH TIME AS THE RENT OR BILL REMAINS OVERDUE. LESSEE SHALL FURTHER PAY ANY CHARGES, COSTS AND FEES, INCLUDING ATTORNEY'S FEES INCURRED BY LESSOR IN COLLECTION OF OVERDUE RENT OR BILLS.
- 22) SECURITY FOR UNPAID BILLS
LESSEE (OR VESSEL OWNER, IF DIFFERENT FROM LESSEE) HEREBY GRANTS LESSOR A SECURITY INTEREST IN AND A LIEN UPON THE VESSEL FOR ANY AND ALL MONEYS DUE TO LESSOR UNDER THIS LEASE WHICH ARE OUTSTANDING, WHICH SECURITY INTEREST AND LIEN MAY BE ENFORCED BY SALE OF THE VESSEL IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE MAINE UNIFORM COMMERCIAL CODE. LESSEE (OR VESSEL OWNER, IF DIFFERENT FROM LESSEE) FURTHER AGREES THAT LESSOR SHALL HAVE MARITIME LIENS (FEDERAL AND STATE) ON THE VESSEL, MOTOR AND ATTACHED EQUIPMENT TO SECURE RENT AND THE PAYMENT OF ANY SERVICES AND MATERIALS SUPPLIED TO LESSEE BY LESSOR DURING THE TERM OF THIS LEASE.
- 23) DEFAULT BY LESSEE
IN THE EVENT LESSEE (A) FAILS TO PAY LESSOR THE RENT OR ANY OTHER AMOUNT HEREUNDER WHEN DUE OR (B) FAILS TO COMPLY WITH ANY COVENANT, AGREEMENT CONDITION, DUTY OR OBLIGATION STATED HEREIN, THEN LESSOR MAY TERMINATE THIS LEASE UPON SEVEN (7) DAYS WRITTEN NOTICE TO LESSEE TO VACATE THE SLIP AND THE MARINA. ANY TERMINATION UNDER THIS PARAGRAPH 23 SHALL BE WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE AGAINST LESSEE FOR LESSEE'S DEFAULT.
- 24) REMOVAL OF VESSEL ON TERMINATION
UPON EXPIRATION OR OTHER TERMINATION OF THIS LEASE, LESSEE SHALL REMOVE THE VESSEL AND ALL HIS/HER OTHER PERSONAL PROPERTY FROM THE SLIP AND THE MARINA AND SHALL VACATE THE SLIP AND THE MARINA PREMISES. IN THE EVENT LESSEE FAILS TO DO SO, LESSOR MAY, AT ITS SOLE OPTION, REMOVE THE VESSEL AND ANY OF LESSEE'S PERSONAL PROPERTY AND STORE THE SAME ELSEWHERE, ALL AT LESSEE'S EXPENSE AND WITHOUT LIABILITY TO LESSEE (OR VESSEL OWNER, IF DIFFERENT FROM LESSEE) FOR ANY LOSS OR DAMAGE THERETO; CHARGE LESSEE PRO-RATED DAILY RENT FOR THE SLIP; TAKE POSSESSION OF THE VESSEL LOCKING IT TO THE SLIP OR PURSUE ANY OTHER REMEDY AVAILABLE UNDER LAW.
- 25) TRANSIENT DOCKAGE
LESSOR RESERVES THE RIGHT TO RENT SLIPS TO TRANSIENTS WHEN NOT OCCUPIED BY LESSEE.
- 26) OTHER REGULATIONS
LESSOR MAY FROM TIME TO TIME ESTABLISH INDIVIDUAL AND/OR GENERAL REGULATIONS FOR THE SAFETY, COMFORT AND WELFARE OF THE MARINA LESSEES, SLIP OWNERS AND ALL OTHER PERSONS USING THE MARINA. LESSEE SHALL OBSERVE AND OBEY ANY SUCH RULES AND REGULATIONS.
- 27) SUCCESSORS AND ASSIGNS
THE WORDS "LESSOR" AND "LESSEE" AS USED IN THIS LEASE SHALL INCLUDE THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, REPRESENTATIVES, ASSIGNS, AGENTS AND SERVANTS.
- 28) WAIVER
THE WAIVER OF ONE BREACH OF ANY TERM, CONDITION, OBLIGATION OR AGREEMENT UNDER THIS LEASE SHALL NOT BE CONSIDERED TO BE A WAIVER OF THAT OR ANY OTHER TERM, CONDITION, OBLIGATION OR AGREEMENT, OR OF ANY SUBSEQUENT BREACH THEREOF.
- 29) SURVIVABILITY
IF ANY PROVISION OF THIS LEASE, OR IT ITS APPLICATION TO ANY CIRCUMSTANCE, SHALL BE FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS HEREOF OR THE APPLICATION OF SUCH PROVISIONS TO ALL OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL BE FULLY VALID AND ENFORCEABLE.