**BOAT SLIP SUBLEASE AGREEMENT**

**For**

***CASTAWAYS MARINA, INC.***

***6140 Doffing Avenue***

***Inver Grove Heights, Minnesota 55075***

***(651) 857-1010***

Boat Owner (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Home / Mobile Phone Number: (\_\_\_) \_\_\_-\_\_\_\_\_\_\_\_\_\_ Work Phone Number: (\_\_\_) \_\_\_-\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make of Boat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Boat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Registration No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called the "Lessor")is the owner of shares in Castaways Marina, Inc. (hereafter called the "Marina") and in connection with such Shares has entered into a Boat Slip Proprietary Lease (Proprietary Lease") with Castaways Marina, Inc. for Slip Number: \_\_\_\_\_\_\_\_, which slip is located in Inver Grove Heights, Minnesota, and more fully described in the Proprietary Lease.

Lessor hereby agrees to sublease to the above-named Boat Owner (hereinafter called the "Lessee"), Slip number: \_\_\_\_\_\_\_\_\_\_, as above-described for the recreational seasonal mooring of the above-described pleasure watercraft. Winter storage is \_\_\_\_ is not\_\_\_\_ to be provided with this lease. (Check one)

The terms of this agreement shall be \_\_\_\_\_\_\_\_, 20\_\_\_ to \_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Lessee shall pay to Lessor as rent for said storage the amountof $\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_.Rent and invoiced expenses are due at the beginning of each month.

Additionally, the Lesseewill be responsible for electrical, propane, trailer parking, tarp roll-down / roll-up, and Winter charges associated with this slip for the duration of this sublease, and / or other arrangements as outlined below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Lessee will be provided with a copy of the marina’s rules and regulations, and must comply with all aspects of the marina’s rules, regulations, and bylaws. Failure to comply with marinarules, regulations,bylaws, or payments as outlined in this agreementmay result in immediate eviction of the Lessee from the marina. The Lessee must also provide evidence of boat insurance at coverage levels specified in marina policy in order to be allowed to berth the identified boat in the marina. Further, the Lessor is entitled to immediately terminate electrical, water, sewer services, and parkingrights to the slip upon any breach of this lease agreement in order to mitigate additional expense on his / her behalf.

If Lessor shall be charged additional rent or other sums pursuant to the Proprietary Lease due to excessive use of electricity, water usage, damage caused by Lessee, or non-compliance with any other term or conditions of the Proprietary Lease, all such amounts shall be payable by Lessee to Lessor as additional rent hereunder. This agreement shall be subject to all the terms and conditions of the Proprietary Lease, Bylaws, Marina Operating Rules, House Rules and Regulations of Castaways Marina, Inc. all of which are incorporated herein by reference. Failure to comply with any of said terms and conditions shall constitute a default under this agreement. In the event a default occurs under this agreement, Lessor shall have the same rights against Lessee as would be available to Castaways Marina, Inc. under the Proprietary Lease.

The only services to be provided Lessee are those that the Lessor is provided under the Proprietary Lease. Lessee shall neither do nor permit anything to be done which would constitute a default under the Proprietary Lease or cause the Proprietary Lease to be terminated or forfeited. Lessee represents that he/she is/are familiar with the terms and conditions of the Proprietary Lease, Bylaws, Marina Operating Rules and other regulations of the Marina.

This agreement may not be assigned without prior written consent of the Lessor.

It is understood that this agreement will not become effective until it has been approved by the Board of Directors of Castaways Marina, Inc. as provided in the Bylaws.

IN WITNESS WHEREOF, the parties have caused this Sublease Agreement to be executed this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Approved by the Board of Directors of Castaways Marina, Inc.

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

**Copies of this lease to be signed and given to the following:**

1). Lessor

2). Lessee

3). Castaways Marina, Incorporated