



CHEROKEE

STEAKHOUSE MARINA CAMPGROUND
450 Cherokee Dock Road
Lebanon, TN 37087
615-444-2783

Lease Agreement

Recitals

Whereas, Cherokee Steakhouse and Resort, Inc. (“Marina”) is in the business of renting slips for boat storage.

Whereas, _____ (“Boat Owner”) desires to store its boat (“boat” or “vessel”) at Marina's facility.

Now Therefore, in consideration of the mutual promised, covenants and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Slip Rental:** Use. Marina may require a recent picture of the Boat. “If the picture of the Boat is not a true representation of the condition of the Boat in the opinion of the Marina's management, the agreement is canceled and the Boat may not enter the Marina. Marina agrees to provide slip rental space (“Space”) to boat owner in return for the representations, warranties and covenants in this Agreement. This Agreement is for use of the Space only, and is not a lease or rental of residential property, property as a dwelling, or for any other such purpose. Boat Owner acknowledges that it has fully inspected the Space and is satisfied that the Space is adequate for the safe storage of the Boat and related personal property of Boat Owner. Boat Owner agrees to use the Space solely for the storage of its Boat and personal property directly related thereto, and acknowledges that without the express permission of Marina no other boats shall be stored in or around the Space, or permitted to be tied to or located on the dock, walkways and fingers, alongside or behind the boat. Boat Owner is solely responsible for its Boat, and for any property left in or around the Boat or Space. Boat Owner and its family, their employees, agents associates, guests or invitees (collectively, its “Representatives”) shall, not engage in dangerous, hazardous or illegal activities not contribute to the creation of dangerous, hazardous or illegal conditions in or about the Space or other premises of Marina. Boat Owner and its Representatives shall not fish from the Space or from any of the Marina's property, without the prior written consent of Marina.
2. **Deposit Rental Rate:** The applicable deposit (“Deposit”) and rent (“Rent”) due to Marina for storage of the boat. At the Effective Date, Boat Owner shall pay to Marina a pro-rated Rent payment representing the fractional part of the calendar month remaining in the month of the Effective Date, The first month rent and the Deposit. Rent is due and payable in advance on the first day of each month following the Effective Date, Made by check, credit card or ACH to R&R Marinas Inc. DBA Cherokee Steakhouse and Resort, Inc. 450 Cherokee Dock Road Lebanon, TN 37087. Marina hereby specifically reserves the right to increase the rent at any time by giving Boat Owner written notice of the increase at least thirty (30) days prior to the

Initial

effective date of the increase. Any account that is past due (PAYMENT NOT RECEIVED BY THE 12TH OF THE MONTH) will be charged a late fee of \$25.00 or 1-1/2% per month (18% annually), whichever is greater. Boat owners that are delinquent more than two (times) will be required to complete an ACH form and have their payment automatically withdrawn from their checking account on the first Friday of each month. In the event Boat Owner fails to make any payment when due, Marina reserves the right, without notice or demand, to declare the entire balance due thorough the Term or applicable Renewal Term under this Agreement. The failure by Marina to declare any payment or payments in default shall not be construed as waiver of this right.

3. **Term**; Holdover. Unless earlier terminated as provided herein, the term (“Term”) of this Agreement is one (1) year from Effective Date. This Agreement shall automatically renew for successive one (1) year term(s). (“Renewal Term”); unless Boat Owner gives Marina written notice of non-renewal at least thirty (30) days prior to the expiration of the Term or the applicable Renewal Term.

Initial

4. **Termination**: Marina shall have the right to terminate the Agreement at any time during the Term or applicable Renewal Term, without cause or penalty, by giving Boat Owner a written notice of termination not less than ten (10) days prior to such termination. Marina may immediately terminate this Agreement in the event Boat Owners commits a material breach (as determined by Marina) of any provision contained herein, Upon a termination of this Agreement, All accrued but unpaid Rent, if any, shall be immediately due and payable together with any other sums due hereunder. A minimum two month cancellation fee will be assessed for any early termination of this Lease by Lessee. Upon any termination of this Agreement, Boat Owner must immediately remove the Boat and all other personal property from Space.
5. **Taxes**; Fees. Boat Owner agrees to be solely responsible for any Boat-related taxes or fees imposed by metropolitan, state or federal government, or any other such organization.
6. **Transfer**: The rights and obligations in the Agreement are not transferable by Boat Owner. Boat Owner agrees not to sublease, assign or rent the Space, or attempt to do any of the foregoing, without the prior written consent of Marina.
7. **Personal Injury**: Property Loss. Boat Owner acknowledges that Marina is not responsible or liable for the safekeeping, maintenance, protection or condition of the Boat or for any damage of or loss to the Boat or to table, gear, equipment or other property on or around the Boat. Boat Owner further acknowledges that Marina is not responsible or liable to any individual for personal injuries sustained on or around the Boat, The Space, and the premises adjacent to the Space.
8. **In Peril**: Boat Owner represents that the boat is in seaworthy condition and will always be maintained in a seaworthy condition while the Boat is kept at the Marina. Should the Marina discover that the Boat is in peril, Boat Owner agrees to pay the Marina as additional fees all charges for labor and materials incurred or expended by the Marina for the Boat in connection with correcting the situation: notwithstanding the foregoing, nothing herein shall be construed to create upon Marina any responsibility or obligation to render aid or assistance to Boat under any circumstances.
9. **Insurance**: Boat Owner expressly acknowledges that Marina does not carry insurance of any kind covering the Boat or other property of the Boat Owner, it being the sole responsibility of the Boat Owner to adequately insure such property. Boat Owner hereby certifies that it has acquired and will maintain during the life of this Agreement, in an amount satisfactory to

Marina, adequate insurance on all its property (including the Boat), as well as personal and public liability insurance. Periodically, and upon request by Marina, Boat Owner MUST PROVIDE EVIDENCE OF SUCH INSURANCE BY SUPPLYING MARINA WITH A CURRENT CERTIFICATE OF INSURANCE. Boat Owner further agrees to add Marina as an additional insured on each of its insurance policies. Boat Owner hereby knowingly, irrevocably and expressly waives any and all rights to assign and/or subrogate any and all claims that Boat Owner may have against Marina.

10. **Boat Transfer;** Rent. Boat Owner shall not permit any vessel other than the Boat to use of, be moored at the Space. Boat Owner may not rent the Boat to any other party during the Term or any Renewal Term(s) without prior written approval of Marina.
11. **Emergency;** If for any reason the Boat, other related personal property of the Boat Owner, Marina's property, the Space or other boats of spaces is in danger of destruction or damage, Marina may take action to prevent such destruction or damage. If in any such action by Marina in which the Boat or related personal property of Boat Owner is directly or indirectly involved the Marina incurs expenses while preventing or attempting to prevent such destruction or damage, Boat Owner shall be obligated to reimburse Marina for all reasonable expenses incurred. In the event the Boat is endangered by the accumulation of water, and Marina pumps or bails the water, Boat Owner shall compensate Marina at the then prevailing hourly rate for Marina employees plus ANY additional incurred expenses, supplies, etc. Boat Owner hereby expressly acknowledge that marina is under no affirmative obligation to protect the Boat of other personal property of Boat Owner from risk of danger or destruction.
12. **Electrical Service;** If electricity is supplied to the Space, a charge for metered and un-metered electricity used plus a nominal service charge will be assessed and billed to Boat Owner. Any and all electrical lines, fixtures, accessories, and other electrical devices connected by Boat Owner directly or indirectly to the provided electrical supply must conform to current local, state, federal, U.S. Coast Guard, and NFPA 302 & 303 electrical standards. Any Alteration or modification of the electrical service by Boat Owner is strictly prohibited.
13. **Additional Utilities;** Fresh water service is provided by Marina at no charge to Boat Owner; provided, however, Boat Owner Acknowledges that such freshwater service may not be available at all times during the Term or any Renewal Term. Marina does not provide telephone and/or cable television access. Telephone and cable television connections may be installed by Boat Owner upon prior written approval by Marina. Such connections are the sole expense of Boat Owner and require a marine approved weatherproof-able as well as a shipside marine receptacle.
14. **Modifications;** Boat Owner may not add to, alter or modify in any way the Space or any other property in and around the Space without prior written approval by Marina. Any unauthorized alteration, addition or modification will be removed at the sole expense of Boat Owner. Unless otherwise agreed in writing by Marina, any authorized addition, alteration or modification will be at the sole expense of Boat Owner and will become property of Marina upon completion
15. **Liability;** Release. Boat Owner shall be responsible for any and all injures and damage to any person, the Boat, the Space, Marina and its facilities, other boats and any other property caused directly or indirectly by the Boat, Boat Owner or its Representatives. Boat Owner for itself and its Representatives hereby releases Marina from (I) any and all claims, liabilities or damage for personal injury to or loss of life of Boat Owner or its Representatives, and (ii) any and all claims, liabilities or damage due directly or indirectly from fire, theft, collision, high or low water level or other act of God, accidents, negligence, or other like causes arising out of or in connection with the use or misuse of, the Space, the Boat, Marina or any Marina's facilities.

16. **Sole Risk**, Indemnification. Boat Owner and its Representatives' use of its Boat, the Space and all other property associated with the forgoing is at sole risk and expense of Boat Owner. Boat Owner agrees to indemnify, defend and hold Marina, its officers, agents and employees harmless from and against any and all claims, losses, liabilities, expenses, costs and fees. (including reasonable attorney fees) incurred as a result of damages to person or property cause, directly or indirectly, by the use of misuse of the Boat, the Space and facilities of Marina by Boat Owner and its Representatives. Marina shall not be held responsible for the care or protection of the Boat or its contents from any cause of damage, including but not limited to fire, weather (wind, rain, snow, flooding, freezing, etc.), theft, or other human cause of damage. In the event of fire or other catastrophe, Marina shall have the right but not the obligation, to cut the Boat's line and free or remove the boat and such act shall be deemed of ordinary prudence for the protection of other boats in the marina.
17. **Sale of Boat**: While on Marina property (including the Space), Boat Owner may not solicit buyers for the Boat without registering such activity with the Marina. "For sale" signs and any other such customer solicitations are prohibited on marina property without permission of the Marina. Any prospective buyer seeking access to the Boat must be accompanied by Boat Owner, agent or broker, and must notify Marina in advance of such access.
18. **Maintenance**: In the event the Space or the area adjacent to the Space requires maintenance by Marina, Marina reserves the right to move the Boat to another mooring on Marina property.
19. **Space**: Boat Owner acknowledges that neither this agreement nor the initial or any subsequent assignment of a slip or space entitles Boat Owner to use of a specific slip or space. This agreement entitles the Boat Owner only to space of sufficient size and equipment for the Boat. Marina from time to time may assign different space for the Boat and Boat Owner shall cause the Boat to be removed to the different space immediately upon notice of such assignment. Failure by Boat Owner to comply will give Marina the right to immediately terminate this agreement.
20. **Harbor Rules and Regulations**: Boat Owner agrees to comply with the Harbor Rules and Regulations. To the extent any contradictions or inconsistencies appear between this Agreement and the Regulations (as now or hereafter amended), this Agreement shall control. Marina shall have the right, at any time and from time to time, to revise, amend or add to the Regulations. Boat Owner hereby acknowledges receipt of a copy of applicable statutes, ordinances, rules and regulations of all regularity and governmental bodies, including those established by the Army Corps of Engineers.
21. **Environmental Issues**: Boat Owner agrees not to deposit any refuse, sewage, and debris or fuel waste products in the waters in or around the Space or other premises of Marina. To The Fullest extent allowable by governing lay, Boat Owner agrees to be solely responsible for the cleanup of any and all waste, sewage, fuel, oil and other chemical leaks or spills caused directly or indirectly by the Boat, Boat Owner or its Representative. Boat Owner acknowledges that it may be liable for governmental fines or penalties associated with such environmental accidents, and hereby agrees to be solely responsible for any such fine or penalty.
22. **Lien**; Security Interest. Boat Owner agrees that all charges accruing under this Agreement shall give Marina an express lien upon the Boat and all associated personal property located thereon or used in connection therein. Boat Owner hereby knowingly, voluntarily and irrevocably grants Marina a continuing security interest in the Boat to secure payment of all amounts that are or may become due to Marina hereunder. Marina may exercise any and all right granted by applicable law with respect to secured interest.
23. **Force Majeure**: This Agreement shall immediately terminate should, in Marina's sole

judgment, the Space be rendered unusable as a result of accident, emergency, design deficiency, strike, civil disorder, unavailability of sufficient quantities of electricity or water, Act of God, force majeure, or any other reason beyond the control of the parties hereto.

24. **Collection:** Boat Owner agrees to reimburse Marina for reasonable attorney fees and other costs incurred by Marina in the collection of any unpaid amount(s) due from the Boat Owner under this Agreement.
25. **Boat and Slip Cleanliness:** It is the sole responsibility of the slip renter to keep the Boat and surrounding area neat and clean. Boats will not be allowed to collect filth and bird/duck droppings. Materials stored on boat decks must be kept secure and not allowed to accumulate. Material must not be allowed to fall into the water, lay on the fingers or gather as trash on any vessel, dock or finger. Any boats and/or surrounding areas found to be in violation of this section will be cleaned at the then prevailing hourly rate for Marina employees plus ANY additional incurred expenses, supplies, etc.
26. **Living on Board:** Boat owner does expressly agree that the boat will not be used by any person for living aboard purposes under any circumstances. Living aboard a boat for a period in excess of ten consecutive nights or for a total of thirty or more nonconsecutive nights within any sixty-night period shall constitute full time living aboard.
27. **Children:** Under 12 years of age shall not be permitted on or near the slip space nor the adjacent areas thereof without the immediate presences and supervision of a parent or other responsible adult.
28. **Miscellaneous:** This Agreement is to be governed by the construed in all respects according to the laws of the State of Tennessee, without reference to its conflict of laws principles. Unless agreed otherwise in writing by the parties, all notices required or permitted to be given may be sent by certified mail, return receipt requested and shall be effective when mailed to the last known address. No waiver by Marina of any breach of this Agreement by Boat Owner shall constitute or be construed as a waiver of any other such breach. In the event more than one individual or entity is listed, or shown as the Boat Owner, under term "Boat Owner" shall include all individuals or entities, all of which shall be jointly and severally liable hereunder. No amendment to their Agreement shall be agreement; its Exhibits and Regulations constitute the entire understanding of the parties with respect to the substance hereof. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was never contained herein. This agreement shall continue until it is terminated or expires, provided, however all exculpatory provisions, indemnity provisions and other provisions in favor of Marina shall survive such termination or expiration.

In Witness Whereof each of the parties to this Agreement have caused this Agreement to be duly executed as of the date written below:

Cherokee Steakhouse and Resort, Inc

By _____ Date _____

I have read Harbor Rules and Regulations and agree to abide by same. This slip rental Agreement ("Agreement") has the ("Effective date") the 1st day of _____ Year _____ by and between Cherokee Steakhouse and Resort, Inc.

Signature _____

Initial

Monthly-Payable in 12 monthly installments of _____ at a total of: _____

Or Annual-single lump sum payment in advance _____

Prorate amount (if applicable) _____

Total Amount Paid _____

I agree to have invoices sent by email to _____

Boat Owners _____

Address _____

Phone Numbers _____

Alt Phone Number _____

Spouse or First Mate _____

Drivers License State and Number _____

Boat Location _____ Slip Size _____

Boat Name _____

Hull ID # _____

Boat Make/ Model/ Year/Length _____

Insurance Provider (attach copy) _____

Boat Registration Number _____

Electric Requirements _____

Emergency Contact _____

Initial