SMUGGLER'S GROUP, LLC MARINA SLIP LEASE AGREEMENT

THIS MARINA SLIP AGREEMENT made this _____ day of _____ by and between Smuggler's Group, LLC (Lessor) and _____ hereinafter referred to as Lessee do hereby enter this slip rental agreement on the following terms and conditions:

1**) SLL** - This lease is subject to the State of Florida Submersible Land Lease (SLL) granted to the Lessor. The SLL is available to download from our website Smugglerscovepc.com. It is Lessee's responsibility to download a copy of the SLL. All terms and conditions of the SLL must be complied with at all times during this Lease agreement and they are essential lease terms.

2) **Use and Occupancy** - For and in exchange of a monthly rate of $15 per vessel foot per month, with a 25ft minimum ($375/mo). Lessor does hereby promise to furnish Lessee that certain boat slip known as slip **_____** that is further identified by a specific lease number that is permanently affixed to the dock. Lessee is under an absolute obligation to make all monthly lease payments on the day of check-in, and at the beginning of each monthly period to follow.

3) **Insurance / Hurricanes / Emergencies** - At all times Lessee will maintain personal and property damage liability insurance for themselves and their vessel, and name the marina Smuggler's Group LLC as an additional insured party and provide written proof of said insurance to lessor. The minimum amount of Property Damage / Personal Injury Liability insurance that Lessee must maintain is $100,000 for Property Damage Liability and $100,000 for Personal Injury Liability. If the Marina is damaged in any way by the Lessee, the Lessee must immediately notify the Lessor so that necessary repairs can be made and the safety and welfare of all patrons using the Marina can be protected.

a. By signing this Lease, Lessee grants to Lessor authority to remove Lessee's vessel from the Marina and anchor it wherever Lessor deems appropriate in the event of an approaching Hurricane, Natural Disaster or other peril that in Lessor's own discretion may damage the Marina or RV Park in any manner. This authorization creates NO DUTY OR obligation on Lessor to do anything with Lessee's vessel in the event of an approaching Hurricane, Natural Disaster or other peril but it gives Lessor the right to relocate Lessee's vessel in the event Lessor deems relocation necessary, at Lessor's sole discretion.

b. Lessee also grants Lessor authority to board, relocate, extinguish, turn off, turn on, or do any such other action as is necessary to protect Lessor's property at the Marina or other vessels as the Marina in the event of an emergency situation. Lessor shall have no liability for any damage that may occur during the event of emergency boarding to protect the Marina, other vessels at the Marina, the RV Park, persons or other property at the Marina.

4) **Lease Term** - The Lease term is for one year beginning on the date this Contract is signed. The lease automatically renews with a 3.5% annual rental rate increase. The parties agree either party has the option not to renew the lease on the one-year renewal rate with 30 days written notice.

5) **Parking** - Lessees may load and unload their vessels by temporarily parking on the "green space section" near the steps leading to the Marina. After loading items onto the vessel, the Lessee will park in the "Parking Lot" near Highway 98/Tyndall Parkway. Vehicles should remain in the Parking Lot for the duration of their vessel use. Upon returning from their trip, Lessee may return the vehicle to the green space area to load and unload their vessel. Lessee affirms that during loading and unloading their vehicle will be immediately moveable in the event of a fire. Fire Department Regulations require clear and open access to the fire hydrant next to the handicap parking spot at all times. Any additional needs by the Fire Department are automatically included into this lease for the safety, welfare and benefit of all RV Park and Marina Guests. In the event the lessee leaves a vehicle UNOCUPIED in the green space section for more than one hour, the lessor has the absolute right to have the vehicle towed to a tow yard, and the lessee shall be responsible for any tow and storage fees.

6) **Hours of Operation** / **Signage** - The Marina is only open between 7 a.m. and 10 p.m. If a vessel needs to leave or return outside these hours, arrangements can be discussed on a case-by-case basis. The 7 a.m. opening is necessary because the RV Park also operates at this location; respect and courtesy are due to RV Park Guests at all times. Signs shall not be displayed at the Marina without prior written approval from Smuggler's Group, LLC Management.

7) **Fire**: Fires of any type are STRICTLY FORBIDDEN and prohibited on the Marina. There will be no open flames on the Marina at any time. This is a mandatory condition of this Lease. This is a one-strike policy. The danger of fire to all persons, vessels, and to the Marina itself must be limited at all times. If you, or one of your guests, are caught with any type of "open fire" on the Marina, your lease will be immediately terminated and you will be required to remove your vessel immediately.

8) **Vessel Operation** - **No Swimming** - The Marina is for boating and observation. For safety reasons, swimming, diving, jumping, or otherwise entering the water at the Marina is strictly forbidden, except in an emergency. The area surrounding the Marina shall be considered a NO-WAKE zone. Lessee shall not operate their Vessel or permit another to do so in manner that may cause damage to the Marina, including the bayou's bank, other vessels, persons or property.

9) **Prohibited Acts and Items**: Prohibited acts include: loud music, lude or rude behavior, excessive alcohol consumption, The following shall not be allowed on docks in public view or in any position that may pose a hazard to the Marina image or integrity or the health and safety of others. **Some examples of items that are NOT ALLOWED are:**

- Inoperable vessels (any inoperable vessel shall have an approved repair plan and is subject to lease termination and eviction by lessor at anytime)

- Trash on or around the Dock or Vessel

- Boat Parts and Supplies (batteries, pumps, filters, etc).

    - Fishing tackle or gear left on dock
      Chairs, towels, coolers or other items may be left on dock other than during loading and unloading

- Hazardous Materials of any kind, type or nature.

- Hose or lines that cross the walking areas of the dock.

- Drying laundry/towels
- Modifications/additions/alterations to the dock

Management reserves the right to remove any items on the docks that are not related to Marina Operations.

10) **Invitees/Others**: In the Lessor's experience and history, the problems 99% of the time are caused by "others". So, if you invite a guest, friend or companion to use the Marina or allow them to use your vessel, you remain 100% responsible for their behavior and their conduct. By signing this Lease agreement, you specifically agree that in the event any of your guests, companions, friends, crew or employees are on the Park Property or Marian they will comply with all terms of this Lease Agreement at the Marina you agree that it is your invitees and "others" are your responsibility and you will hold harmless and indemnify Smuggler's Group, LLC for any loss, damage, theft, negligence or problem that any of your invitees or "others" might cause or be a part of. Persons under the age of eighteen (18) may not be left unsupervised at any time on the Smuggler's Cove property, including the marina, RV park, and parking lot.

11) **No Liveaboards / Pets** - The SLL prohibits liveaboards and this activity is not allowed at the Marina at any time. You may not stay on your vessel any longer than the SLL allows.

a) Pets: Pets shall be leashed at all times while on the Property and will be only if they do not disturb other tenants or guests. Pets shall be toiled in grassy areas only and pet waste shall be immediately placed in trash bins by the Owner.

12) **Water Use and Electrical Use** - Water supply is included with the rental of the Marina Slip. The rental rate also covers limited electrical power. Electrical power is provided/paid as follows:

A. 110V power for boats that do not have and do not use AC/heat systems is included in the per foot rental rate.
B. 110V power for boats that do possess and use AC/heat systems will be charged a flat fee per month of $50/mo based on an average single 12,000BTU AC running 6hrs/day. Additional hours of use or additional AC/s being used would result in an additional $50/mo fee.
C. Lessor reserves the right to monitor 110V power if it is suspects excessive power is being used and bill lessee for said power.
D. 220V power will be metered and a monthly utility bill will be generated and owed by the lessee. This bill will be equal to the going utility rate.
E. If a power bill is not paid within 21 days of being invoiced, lessor may disconnect the vessel from power and the power shall remain disconnected until the bill is paid in full plus a late fee of $25 or 25% of the bill whichever is greater. Lessee releases lessor from any and all alleged damage to the vessel and contents caused by the disconnection of power pursuant to this paragraph.
F. Lessor reserves the right to terminate this lease and evict tenant for failure to timely pay the power bill.
G. Landlord reserves the right to board the vessel to verify correct AC/Heat/Power usage.

Lessee remains under an absolute obligation to turn off all faucets when not in use and to discontinue all electrical use when is not needed. Water hoses must be fitted with a nozzle or valve that shuts off automatically when the water is not in use. Cut off hoses are not permissible. Lessee will furnish their own water hoses and power cords from the dock station boxes to their vessel. Lessee will also furnish all mooring lines, fenders or other such items they desire. Said mooring lines, fenders, hoses and power cords must be kept in good working order and well maintained at the sole discretion of lessor and be replaced if requested by lessor. Lessee agrees to use extreme care when electricity around the water. All electrical cords not in immediate and constant use shall be disconnected from the power source and safety stowed. Extension cords, other than MARINE APPROVED cords, shall not be used to provide to vessels without the express written consent of a Managing Partner from Smuggler's Group, LLC. Likewise, all ropes, mooring lines, and other lines shall be kept off of the main Marina walkway for the safety of all guests and visitors.

A) Stray Current and Galvanic Corrosion Disclaimer

I. Tenant Responsibility: The Tenant understands that connecting a vessel to a shared electrical grid (shore power) introduces risks of galvanic corrosion and stray current damage. The Tenant is solely responsible for installing and maintaining proper marine-grade sacrificial anodes (zincs) and an operational, ABYC-compliant fail-safe galvanic isolator or isolation transformer onboard the vessel.

II. Limitation of Marina Liability: Smuggler's Cove Marina maintains its electrical infrastructure in accordance with applicable National Electrical Codes (NEC) and National Fire Protection Association (NFPA) standards. The Marina exercises no control over the internal wiring, electrical equipment, or grounding systems of neighboring vessels.

Accordingly, the Marina shall not be held liable for any galvanic or stray current corrosion, pitting, or deterioration of the Tenant's vessel's underwater metals (including but not limited to hulls, props, shafts, outdrives, and through-hulls), regardless of whether such damage is alleged to originate from the dock pedestal, marina infrastructure, or neighboring watercraft.

III. Right to Disconnect: The Marina reserves the right to immediately disconnect shore power to any vessel found to be leaking electrical current into the water, lacking a certified isolation system, or causing accelerated anode depletion on surrounding vessels.

IV. Landlord has the right at any time to test lessee's boat for current loss into the water and if there is such loss to excess as determined by lessor, the lessee must repair the current loss immediately or the lease is terminated and lessee evicted.

13) Dock Boxes – Due to limited space on the dock, dock boxes are only allowed upon express written approval from lessor. If lessor allows a dock box, Lessor shall have full authority to approve size, shape, location, etc. Any dock boxes must be of professional quality and appearance and remain closed and locked at all times. Dock Boxes shall be positioned on the dock as to not create a safety hazard, block the normal and safe access to the dock area, or block access to emergency equipment; all boxes must be all white. Any dock box installed without Lessors approval will be removed and lessee charged for the expense of removal.

14) Lifts - Lifts can be purchased and installed via Shores Marine Construction or other lift provider approved by Lessor. Lifts are encouraged but not required and there are two options to obtain a lift:

OPTION 1) With lessor's written approval, lessee can pay to install his/her own approved lift. Lessee will be responsible for all maintenance of their Lift. In the event the lessee installed a boat lift and for whatever reason decides to leave the marina and return the slip to lessor, lessor may purchase the lift for a mutually negotiated and agreed upon price. If the lessor does not purchase the lift, the lessee shall have the lift removed on or before the last day of the lease. If the lift is left in the slip after the lease period expires or is terminated it shall immediately become the property of the lessor unless extended/agreed to in writing by the lessor. If the lessee tries to remove the lift after expiration of the lease, without written permission from the lessor, it shall be considered theft and reported to law enforcement.

OPTION 2) Lessor can pay to install a lift for lessee of lessee's choosing, subject to lessor approval. This will result in an increase in slip rent determined by the cost of the lift and a minimum 5yr lease agreement. If the lessee breaks the lease or gives good cause for the lessor to terminate the lease, then lessee shall owe lessor the balance on the 5yrs rent minus the present-day value of any subsequent lease lessor procures for the same slip.

15) **Commercial Operations** – So long as permitted by the SLL and in compliance with Marina Operation Hours, that may be modified in the sole discretion of the Lessor, Commercial Operations are permitted from the Marina. In the event a charter or other commercial boating operation occurs, the Slip Lessee remains fully responsible for the actions of all guests. Further, in the event of an early departure time, Slip Lessee will make sure noise, door slamming, hollering and all such things are fully minimized out of respect to RV Park guests.

16) **Fish Cleaning and Waste** – The marina is equipped with lined garbage cans. There is also a dumpster in the RV Park for Marina Slip Lessee's use. **The garbage cans and dumpster are for general household trash only**. No construction waste, fish waste, bait waste or any other type of waste may be placed in the cans or dumpster. You may clean your fish at the Marina, and the waste/remains should be deposited back into water at the deepest point in the Marina.

DISCHARGE: Discharge of trash, rubbish, black water, washing machine discharge, oil, fuel, or refuse of any kind into the waters at the Marina strictly prohibited. Vessel Owners will be responsible for any spills including those that happen in their absence (leaking parts, overturned oil containers, etc.) All spills will be reported to the appropriate authorities and all fines and clean-up costs shall be the responsibility of the Vessel Owner. Smuggler's Cove Marina has a ZERO DISCHARGE POLICY and Vessel Owners agree to fully comply with this policy.

17) **Abandonment – Non-Payment** – Lessor and Lessee recognize that a major problem with Marinas in the year 2026 is Lessee's failure to pay slip rental and/or vessel abandonment. To prevent this from happening at Smuggler's Group, LLC an express lease term / condition is that in the event Non-payment of the slip rental occurs for 30 days or more, Lessor may at Lessor's option fully remove the vessel from the Marina and anchor the vessel at the nearest location Lessor determines, in Lessor's sole discretion, to be an acceptable location or to move the vessel to a boat yard to be hauled out and stored at the sole expense of lessee (lessee would be subject to and responsible for all boatyard fees and storage/mechanics liens placed on the vessel). Lessee formally and expressly waives any and all claims, causes of actions, or claims for damages against Lessor in the event Lessor has to remove Lessee's vessel as outlined herein. Lessee expressly agrees in writing that Lessee's failure to mitigate their damages and remove their vessel from the Marina voluntarily is the sole and major cause of any damage that may occur to Lessee's vessel or for any damages incurred in connection with vessel removal, whether damage to the vessel or fines or costs or prosecution by any governmental body or entity.

18) **Payment – Automatic Recurring Charge** – Lessee will provide an ACH bank payment or credit card to Lessor and by signing this agreement Lessee agrees that Lessor will automatically charge Lessee's bank/credit card for the full slip rental amount for the month as stated above in paragraph 2. In the event Lessee stops automatic authorization, then Lessee is under an obligation to provide new bank/credit card information to Lessor immediately. This is an essential Lease condition. If Lessee fails to provide immediate bank/credit card payment, then Lessor has the full and absolute right to terminate this Lease effective the date the payment authorization is no longer valid. Lessor may implement the terms outlined in paragraph 17 above in this situation.

There is a 3.5% fee for credit card payments. There is no fee for ACH direct deposits. Lessee will receive an email of this lease with a link to our online payment portal. Invoices and receipts will be emailed to lessee through our reservation system.

We do not accept checks, money orders or cash.

19) **Sales Tax** – Florida explicitly taxes Marina Slip Rentals. As such, Lessor is required to charge, collect and remit sales Tax on all Marina Slip Rentals. The current Florida Sales Tax Rate is 6%. Bay County, Florida also has an additional 1% Sales Tax. Lessee remains under a complete obligation to pay all State and Local Sales Taxes associated with their slip rental and the percentage rate required by law. This 7% will be automatically added to all monthly slip rental payments and it is a Mandatory Condition of this Marina Slip Rental Agreement.

20) Amendments: Smuggler's Group, LLC reserves the right to change, add to, or amend the terms and conditions of this Lease agreement at any time. Lessee is free to leave and terminate the agreement in the event any said modification is deemed unacceptable in Lessee's own discretion. At that time, this Lease shall be considered terminated and Lessee shall immediately remove their vessel and all property from the Dock.

21) Any violation of this lease by lessor can result in immediate termination of the lease and if the lease is terminated tenant shall have no more than 30 days after notice of termination to remove the vessel of the procedures in paragraph 17 may be implemented by lessor.

22) For any notice lessor wishes to provide to lessee, lessee shall provide a valid email address below in writing which shall be considered by lessee as appropriate for receiving notice. Any change in email address for notice from lessor to lessee shall be made in writing to lessor and is not deemed valid without written confirmation back from lessor acknowledging a valid change of email address for proper notice.

23) For any notice Lessee gives to Lessor, Lessee must provide said notice to the following email address: management@smugglersgroupllc.com. For any notice Lessor must give to Lessee, Lessor shall provide said notice to the Lessee at the email(s) furnished by Lessee below. Lessee can only change the email address by written notice to Lessor at Smuggler's Group, LLC, 311 Magnolia Avenue, Panama City, FL 32401 Attn: Tim Kickham.

24) All vessels in the marina must be kept clean, well maintained, functional, not left junky or in disarray or an eyesore; these criteria are solely determined by the lessor. Any vessel violating this term will be given a written warning to correct any specific items and if not 100% corrected within 30 days of notice the landlord may terminate the lease and have the boat removed immediately; or if these terms are subsequently violated within 12 months of a prior violation then no additional written notice is required and the landlord may terminate the lease and have the vessel removed.

Smuggler's Group, LLC

By: _____
Managing Member

Lessee:

_____
Full Signature

_____
Print Name

_____
Home Address

_____
Phone Number

Email for notice: _____