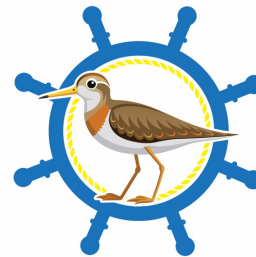


SANDPIPER DOCKS



Lease Agreement for Dock Space

This Lease Agreement (the "Agreement") is made and entered into as of _____, 202__, by and between Bay Properties 2 LLC, *dba* Sandpiper Docks, a Delaware Limited Liability Company, with its principal place of business located at 24423 Bay Avenue, Milford, DE 19963 (the "Lessor"), and _____, residing at _____ (the "Lessee").

1. Lease Term.

1.1 Commencement Date: The lease term shall commence on _____, 202_ and shall continue until _____, 202_, unless terminated earlier as provided herein.

1.2 Renewal: This lease may be renewed for successive terms of up to 12 months upon mutual written agreement of both parties. Rates are subject to change and any Renewal may be subject to revised rates at the time of the Renewal.

2. Vessel Subject to Lease.

2.1 Name. _____

2.2 Length. _____

2.3 Beam. _____

2.4 Draft. _____

2.5 Shore Power. 30-amp ____, 50-amp ____, None ____. (*Check one*)

2.5 USCG ID. _____, or

2.6. State License No., _____ **State:** _____

2.7 Designated Port. _____

3. Lease Space.

3.1 Dock Slip. The Lessor hereby leases to the Lessee the designated dock slip Number ____ located at 24419 Bay Avenue, Milford, DE 19963 (the "Lease Space").

3.2 Utilities. The Lessor may utilize electricity, if provided at the assigned slip. The cost of the electricity, if provided, is included in the Slip Rate. The Lessor may utilize Lessor's fresh water, if provided at the assigned Slip. The cost of the fresh water, if provided, is included in the Slip Rate.

4. Lease Payments.

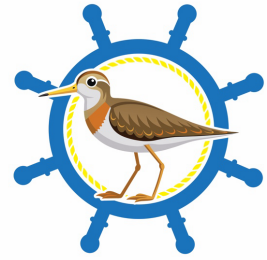
4.1 Monthly Rent: The Lessee shall pay to the Lessor monthly rent of \$____.00 on the 1st of each month, commencing on _____. Should the Lease Term begin other than on the 1st day of the month, the Lease Payment will be pro-rated based upon the actual number of remaining days in the 1st month of lease. **See Appendix A, Slip Rates.**

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4.2 Late Fees: If the Lessee fails to pay rent on the due date, the 1st of each month, a late fee equal to 5.0% of the Monthly Rent per day shall be assessed beginning the 5th day of the month until the rent is paid in full.

4.3 Payment Method: Rent shall be paid by check, electronic transfer, or other method as mutually agreed upon the Lessor and Lessee.

5. Lessee's Obligations.

5.1 Maintenance: The Lessee shall be responsible for the maintenance and cleanliness of the Lease Space and the boat docked therein.

5.2 Insurance: The Lessee shall maintain adequate insurance coverage, including liability insurance with a policy of at \$500,000 per incident and \$1,000,000 in aggregate, to protect against damage to the Lease Space, other property, and personal injury. A copy of the Lessee's insurance policy must be provided to Lessor prior to arrival at the dock slip.

6. Rules and Regulations: The Lessee shall comply with all rules and regulations of the Lessor, including but not limited to, rules regarding hours of operation, parking, noise levels, and waste disposal.

6.1 Hours of Operation: Normal hours of operation are from 6:00AM to 5:00PM local time.

6.2 Parking: Parking for one vehicle is available while visiting the dock. No overnight parking is allowed without prior written consent of Lessor.

6.3 Noise: Noise shall be always kept to a minimum. Playing of radio and/or loud music is prohibited.

6.4 Waste: All waste shall be placed in the dumpster or receptacle provided by Lessor. No littering of any kind, including cigarette butts, will be tolerated. No dumping of waste into Cedar Creek or surrounding environs is permitted.

6.5 Access: The Lessor reserves the right to access the Lease Space for inspection, maintenance, or other purposes.

6.6 Docking: All tenants shall dock with their bow facing Delaware Bay. All vessels will be properly secured with sufficient dock lines to prevent excessive movement or break away. The use of spring lines is encouraged.

6.7 Living on Board: No Lessee shall live onboard or stay overnight on their vessel.

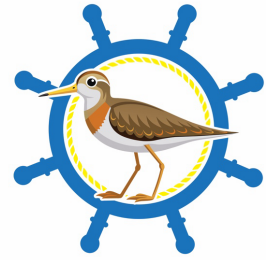
6.8 Other equipment: Lessee may bring other equipment on the dock to facilitate their trade including making repairs but must be removed at the end of day without express written consent from Lessor.

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7. Lessor's Obligations.

7.1 Maintenance: The Lessor shall maintain the common areas of the dock facility, including the docks, piers, and walkways.

7.2 Security: The Lessor shall take reasonable steps to ensure the security of the dock facility including posting signage designating the property as private. Lessor assumes no risk for theft, vandalism or other destructive acts committed against Lessee's property.

8. Termination.

8.1 Termination: Either party may terminate this Agreement with 30-days written notice. Electronic delivery via email constitutes delivery.

8.2 Default: Either party may terminate this Agreement upon the other party's material breach of this Agreement.

8.3 Eviction and Collection: In the event of the Lessee's default, the Lessor may evict the Lessee from the Lease Space. All costs of collection expended by Lessor will be paid by the Lessee.

9. Indemnification. The Lessee shall indemnify and hold harmless the Lessor, its agents, and employees from and against all claims, damages, losses, liabilities, and expenses arising out of the Lessee's use of the Leased Space.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

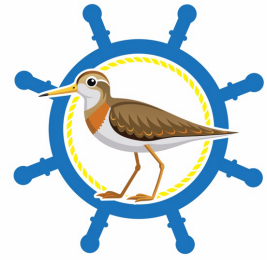
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12. Authorized Signatures.

LESSOR:

Bay Properties 2 LLC
dba Sandpiper Docks

Tony J. Burger
Managing Member

LESSEE:

Authorized Signature

Printed Name: _____

Email: _____

Phone: _____

SANDPIPER DOCKS



APPENDIX A
Slip Rates for 2024 – 2025
Effective November 1, 2024

Sandpiper Docks, Off Season: November 1 – March 31
Sandpiper Docks, In Season: April 1 – October 31

Service	Season	Monthly Rate¹
Hard deck	Off season	\$200
Hard deck	In season	\$300
On water, per slip	Off season	\$425
On water, per slip	In season	\$525

¹ Payable in advance.