

**THIS BOAT DOCK LEASE AGREEMENT** (herein, “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Belle Isle, Florida, a Florida Municipal Corporation, whose principal address is 1600 Nela Avenue, Belle Isle, Florida 32809 (“Lessee”) and William H. Partin Jr., 5530 Partin Drive, Belle Isle, FL 32812, (“Lessor”).

**Section 1. Grant of Lease:** Lessor hereby grants to Lessee the right to occupy and use, on a non-exclusive and non-guaranteed basis, Lessor’s Boat Dock, described as a single slip covered boat dock with mechanical boat lift subject to the terms of this Agreement.

**Section 2. Term of Lease:** The Lease is subject to early termination by Lessor as elsewhere described in this Lease. Upon expiration of the Term, (a) this Agreement and the Lease hereunder shall continue on a month-to-month basis, for the Monthly Rental subject to 30-days prior written notice by either Lessor or Lessee, or (b) the Term may be extended by a written extension agreement between Lessor and Lessee, in which event (a) the “Term” of the Lease thereafter shall mean the term set forth set forth in such written extension agreement, (b) the Monthly Rental under this Agreement thereafter shall be the Monthly Rental set forth in such written extension agreement, and (c) any and all other provision of the written extension agreement that are inconsistent with any provisions in this Agreement shall supersede and amend such inconsistent provisions, and the “Agreement” shall mean this Agreement as so extended and amended.

**Section 3. Payment of Monthly Rental.** The Monthly Rental rate of one dollar (\$1.00) is payable in advance, without demand, deduction, setoff, or abatement, on the first day of each month during the Term.

**Section 4. Insurance.** Lessee shall maintain in force, throughout the Term, and with carriers licensed to do business and in good standing in the State of Florida, (a) fire and casualty insurance, with coverage at full replacement value, on Lessor’s Boat Dock and all personal property located on Lessor’s Boat Dock, and (b) comprehensive general liability insurance with minimum coverage amounts of \$2,000,000 per occurrence and in the aggregate, insuring against death or injury to any person and damage or loss or loss of use of any property. Lessee shall cause Lessee’s insurer to issue endorsements to both such policies naming Lessor as an additional insured, and waiving any right of subrogation against Lessor. Within 10 business days of the commencement of the Term, Lessee shall furnish to Lessor certificates of insurance evidencing such coverage (and evidencing that subrogation against Lessor has been waived and that Lessor is named as an additional insured). Upon the written request of Lessor at any time during the Term, Lessee shall, within 10 business days of such request, furnish to Lessor certificates of insurance evidencing that all of the coverage (including waivers of subrogation and the inclusion of Lessor as an additional insured) remains in full force and effect.

**Section 5. Use.** Lessee agrees to use the Boat Dock and its appurtenances solely for the docking or mooring of one (1) police boat, which boat is described on Exhibit “A” – Boat Description, attached hereto and incorporated herein by reference, as allowed by Lessor and for no other purposes and uses whatsoever.

**Section 6. Improvements to Dock.** During the Term, the Lessee may, at its sole cost and expense, to install such of its own machinery and equipment (“**Lessee Equipment**”), to make improvements, and to attach such removable fixtures, including, but not limited to, Lessee Equipment in, on, below, or upon the Boat Dock as may be necessary for its use of the Boat Dock pursuant to this Lease; and to remove such machinery, Lessee Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Lessee of this Lease. In the event of termination of this Lease by the Lessor, the Lessee will have a reasonable period of time following the effective termination date to remove such property, including the Lessee Equipment and to restore the buildings and/or premises to its original condition. The Lessee and Lessor will meet to determine if any of the Lessee Equipment is not needed or wanted by the Lessor, which the Lessee will be required to remove. The installation of Lessee Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment.

**Section 7. Lessee’s Maintenance & Related Obligations.** Lessee shall maintain Lessor’s Boat Dock in a safe and clean condition. In using the Lessor’s Boat Dock, Lessee shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. Lessee shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by Lessee to the Lessor’s Boat Dock, or the appurtenances thereto. Lessee, at its sole cost and expense, shall be responsible for all operational and maintenance costs associated with the Lessee’s use of the Lessor’s Boat Dock. Lessee shall not modify or alter the Lessor’s Boat Dock in any way without the prior written consent of Lessor, which consent may be withheld or denied in Lessor’s sole discretion.

**Section 8. Indemnity.** Lessee shall fully and forever indemnify, hold harmless, and defend Lessor from and against any and all claims, demands, causes of action, liabilities, damages, and costs (including costs of court and attorneys’ fees) in connection with, related to, or arising out of any action or omission by Lessee – or by any of Lessee’s invitees, agents, contractors, or subcontractors – in any way related to Lessor’s Boat Dock. **Lessor’s indemnity, hold harmless, and defense obligations shall apply even in instances in which Lessee or any third party is negligent; accordingly, Lessor hereby acknowledges that Lessor is obligated to indemnify, hold harmless, and defend Lessee even against the consequences of Lessee’s own negligence.** However, notwithstanding the foregoing, Lessee shall have no obligation to indemnify, hold harmless, or defend Lessor in instances in which Lessor is solely negligent.

**Section 9. Lessor’s Disclaimers and Lessee’s Waivers.** Lessor acknowledges that: (a) Lessee shall have absolutely no obligation to provide any security to persons or property at 5530 Partin Drive, Belle Isle, Florida 32812; (b) Lessor shall have absolutely no obligation to carry any insurance of any nature, for its own benefit or for the direct or indirect benefit of any other party, including Lessee; (c) Lessor shall have absolutely no liability to Lessee or to any of Lessee’s invitees, agents, contractors, or subcontractors for any claim, liability, or damage to person or property; and (d) Lessee accepts the Lessor’s Boat Dock, the appurtenances thereto “as is, where is,” with all faults and defects, whether latent or patent. Lessee waives any such claim it may have against

Lessor arising out of any of the foregoing.

**Section 10. Ingress/Egress.** The lessor grants to Lessee the nonexclusive right to ingress and egress to the Premises to access the boat dock. The Lessee will take the most direct path to the boat dock through the Premises. Lessee shall have full and unimpaired access to the Premises at all times, twenty-four (24) hours a day, seven (7) days a week for official duties.

**Section 11. Assignment and Subletting.** The Lease created by this Agreement and the rights granted hereunder are personal to Lessee. Lessee may not assign all or any part of its rights under this Agreement, or otherwise sublet the Lessor's Boat Dock, without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion. This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns.

**Section 12. Miscellaneous.**

(a) This Agreement sets forth the entire agreement between Lessor and Lessee, and supersedes and takes the place of all prior representations, warranties, and agreements, and may be amended only by written instrument signed by the party to be bound.

(b) This Agreement shall be governed by the laws of the State of Florida, and exclusive venue for the adjudication of any dispute arising under this Agreement shall be in a court of competent jurisdiction in Orange County.

(c) If any provision or portion of a provision of this Agreement is determined to be unenforceable, then the unenforceable provision shall be deemed to have been severed and excised from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(d) Lessor warrants that Lessor is the owner of Lessor's Boat Dock, free and clear of any adverse liens or claims, save and except claims by any lender of a security interest therein arising prior to the Date of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.

**LESSOR:**

By:

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William H. Partin Jr.  
5530 Partin Drive  
Belle Isle, FL 32812

**LESSEE:**

CITY OF BELLE ISLE

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Nicholas Fouraker, Mayor