

NORVIEW MARINA LAND LEASE AGREEMENT

This LAND LEASE AGREEMENT (Lease) is executed this _____ day of _____, 20____, by and between NORVIEW ACQUISITION LLC (Norview), Route 33 East, P.O. Box 219, Deltaville, VA 23043, and _____ (TENANT), of

_____ (mailing address)
_____ (physical address)

Home Phone # () _____, Work/Cell Phone # () _____ and states the agreement of the parties as follows:

VESSEL STORED: Norview leases the TENANT the assigned space for the specific storage of:

Make: _____ Model: _____ Year: _____ Length: _____

Registration # _____ Vessel Name: _____

PAYMENT TERMS: The TENANT shall pay rent in advance as indicated below. The first payment is due upon signing this agreement, with subsequent payments due on the first day of each period thereafter. The Lease payment shall be due whether the TENANT has received notice of a payment due and whether the boat is in the assigned space.

Lease Term: _____

Number of Payments: _____

Payment Amount: \$ _____

Total Lease Payments: \$ _____

LEASE EFFECTIVE DATE: _____ (START),

LEASE TERMINATION DATE: _____ (END)

LATE CHARGE: If any lease installment is not paid within ten (10) days after the due date, TENANT shall pay to Norview a finance charge of 1.5% per month.

NON-SUFFICIENT FUNDS: The TENANT shall be charged \$30.00 for each check that is returned to Norview for lack of sufficient funds.

HOLDOVER: If the TENANT does not remove their boat prior to the termination date, and the TENANT does not enter into a new Lease with Norview, Norview shall have the option of: 1) charging the TENANT daily rent at the then current transient dockage rate; 2) moving the boat to another slip and charge daily rent at the then current transient rate; 3) hauling the boat and charging the TENANT for moving, hauling, blocking and dry storage at the then current rates; 4) pursuing any other remedy available by law.

INDEMNITY: The TENANT shall indemnify and hold harmless Norview, its agents and employees, from any and all expenses, responsibility or liability for injury (including death), loss or damage to TENANT'S persons or property in connection with Norview's marina facilities, except through gross negligence by Norview. This release and discharge shall cover, without limitation, any loss or damage resulting from Norview's employees parking, docking or hauling TENANT'S boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.

CASUALTY AND LIABILITY INSURANCE: The TENANT agrees to carry casualty and liability insurance on his boat and equipment sufficient to protect against such losses as described in INDEMNITY. TENANT warrants that he has a policy in force and agrees to furnish Norview a

Certificate of Insurance within thirty (30) days of the execution of this Lease, naming Norview Marina as an "ADDITIONAL INSURED."

DEFAULT: The occurrence of any of the following shall constitute a default under this Lease: 1) the failure to make a required payment under this Lease when due whether or not the space is occupied; 2) failure to observe any of the terms and conditions under this Lease; 3) the violation of the Regulations or any other provision or requirement that is not corrected within thirty (30) days after written notice of the violation is given; 4) failure to TENANT to pay any other amounts due to Norview within thirty (30) days after written notice of the amount due.

RIGHTS ON DEFAULT: If the TENANT is in default under this Lease, with ten (10) days written notice to TENANT, Norview may remove the TENANT'S boat by any means including, but not limited to, hauling the boat, charging the TENANT the costs of removal including hauling, blocking and dry storage at the then current rates. The remainder of the Lease payments shall be due and payable and retained by Norview as liquidated damages. Norview shall hold the TENANT responsible for the costs of collection (including attorney's fees and legal costs), repair and related costs. Norview may re-lease the space to mitigate liquidated damages, but shall not be obligated to do so, except as required by law. Norview shall not be required to release the boat to TENANT until all Lease costs, costs of collection, and all other amounts due to Norview have been paid by TENANT.

LIENS: Norview shall have statutory maritime liens, state and federal, including, but not limited to, those provided by Section 43-32 and Section 43-33 of the Virginia Code, for all sums due to Norview under this Lease, damage to Norview's facilities, or services and materials provided to the TENANT during the term of this lease. Further, the TENANT shall not remove his boat from storage until all charges secured by the liens described above are paid in full.

NOTICE: All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

ENTIRE AGREEMENT AND MODIFICATION: This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of Virginia.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited.

WAIVER: The failure to either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

NORVIEW ACQUISITION LLC

TENANT

By: _____

By: _____

Lic #: _____

Date: _____

Date: _____