

LEASE

This Lease is made this ____ day of _____, 20____, by and between PB MARINA, LLC (“Lessor”)

and _____ (“Lessee”),

Address: _____
Street City State Zip Code

Phone: _____

WHEREAS, the Lessor, for and in consideration of the covenants and agreements herein, has agreed to lease to Lessee the boat dock space commonly known and described as Tract _____(the “premises”) in the Port Barrington Shores Development Marina, located adjacent to the Fox River, accessed off of Kazimour Dr, in Lake County, Illinois, to be used and occupied solely in the manner hereinafter set forth for the docking of the lessee's boat described and registered as follows:

Description of boat (Year, Make, Model, Color)

Registered in the State of _____, and in the name of _____

TO HAVE AND TO HOLD the same for a tenancy commencing on May 1, 20____ and ending on October 31, 20____ (the “lease period”), on the continuing terms and conditions as provided in the “Rules and Regulations” available to Lessee at HYPERLINK "http://www.PBmarina.com/"www.PBmarina.com and hereby made a part of the lease as incorporated by reference:

IN CONSIDERATION OF SAID LEASE AND THE COVENANTS AND AGREEMENTS HEREIN, IT IS AGREED BY AND BETWEEN THE LESSOR AND LESSEE AS FOLLOWS:

1. **Rent.** Lessee shall pay to the Lessor \$ _____ as rent for the entire Lease Period described above. Full payment is required at the time of signing. In no case will Lessee be permitted to occupy the space prior to the Lease being paid in full.
2. **Use of Premises.** The Premises shall be used solely for the docking of Lessee’s boat, as described above, and shall be used only by the Lessee, members of the Lessee’s immediate family, and occasional guests. Neither the Lessee nor any of the aforementioned parties shall perform any practice or engage in any act that may damage or be injurious to the Premises or to the property of the marina, all other docks, equipment, grounds, or buildings adjacent to the Premises.
3. **Assignment.** Lessee may not sublet nor assign this Lease nor transfer any of the Lessee’s interest in this Lease whether by operation of law or otherwise.
4. **Rules and Regulations.** It is expressly understood by all parties that the Lessee must obtain a copy of the aforementioned Rules and Regulations at www.PBmarina.com. **Lessee must print, sign and submit a copy of the Rules and Regulations to Lessor along with the signed Lease as specified in the rules.** The Dock Association hereby reserves the right to alter and/or amend said Rules and Regulations from time to time and shall duly notify the Lessee, in writing, of any such changes. Lessee covenants and agrees to observe the Rules and Regulations as promulgated.
5. **Compliance with Law.** Lessee agrees to comply fully with all applicable statutes and ordinances of Lake County, Illinois and the Village of Port Barrington, including any legal provisions put into effect by any police department, fire protection district, and any other governing boards or bodies. Further, Lessee agrees not to suffer or permit actions or use of the Premises for any purposes which would increase the hazard of fire or other damage to the docks, buildings, or grounds of Lessor or other tenants.
6. **Possession.** Upon termination of the Lease Period, Lessee will yield immediate possession of the Premises to Lessor. Failure to so yield the Premises will require the Lessee to pay to Lessor as liquidated damages the sum of Twenty-Five Dollars (\$25.00) per day for each day that possession is withheld. However, in no event will the provisions of this paragraph or any other applicable paragraph of this Lease, or the payment of such liquidated damages, constitute a

waiver by Lessor of any right of re-entry, nor shall any other act in apparent affirmation of this tenancy operate as a waiver by the Lessor of the right to forfeit this Lease for any breach of the covenants herein provided.

7. **Liability.** IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE LESSEE that the Lessor shall not be held liable for any damages occurring to the Lessee's personal property, including Lessee's boat, trailer, automobile, boat lift, or any personal property of the Lessee contained therein, due to fire, water, mildew, dampness, mold, theft, burglary, electrolysis, acts of God, insurrection, vandalism or any other cause. FURTHER, LESSEE EXPRESSLY UNDERSTANDS AND AGREES THAT THE LESSOR shall not be held liable for any loss, damage, or injury to the Lessee, members of the Lessee's family, or guests of the Lessee, from any cause whatsoever, including but not limited to fire, theft, damage or injury from accident of any kind and from whatever cause including, but not limited to, acts of negligence on the part of the Lessee, the Lessor or the Lessor's agent, employees, and assigns, or by other tenants of the Lessor, and by all other acts of God or nature.

8. **Default.** IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO that if Lessee defaults in the payment of the rent herein or breaches any of the covenants or agreements herein or as provided in the Rules and Regulations incorporated by reference, Lessee's right to possession of the leased premises shall immediately terminate. It shall be lawful for the Lessor or its legal representative, at any time after a breach herein: to declare this lease terminated without notice; to repossess said Premises, either with or without process of the law; to expel the Lessee or any person(s) occupying the Boat or the Premises; and/or to remove and haul the Boat from the Premises, without prejudice to any remedies that might otherwise be used. Lessee hereby expressly waives all right to any notice or demand under any statute of the State of Illinois relating to forcible entry and detainer. Such entry by Lessor or its legal representative shall not constitute trespass or forcible entry and detainer, and shall not cause a forfeiture of rents due by virtue thereof, nor a waiver of Lessee's covenants and agreements under this Lease.

9. **Reletting.** Lessor may, at its sole discretion, attempt to re let the Premises after forfeiture of possession by Lessee. Lessor may let other vacant premises before re letting or attempting to re let the Premises and Lessor may, for any reason, reject any prospective new tenant offered by Lessee or by others. Lessee further agrees to pay, on demand, all deficiencies if the Premises are re let for rent insufficient to satisfy the rent provided in this Lease and pay all reasonable legal fees and expenses incurred in removing, hauling, and storage of the Boat. Lessee further covenants and agrees that the Lessor or its representatives or assigns shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of the Lessee, whether or not exempt by law, as security for the payment of the rent or damages herein reserved and specified.

10. **Right of First Refusal.** Lessor reserves the right to list the Premises for sale during the term of the lease. Lessor shall notify Lessee in writing of any such prospective purchase. Upon such notice, Lessee shall have a 48-hour right of first refusal to purchase the Premises. If the Lessee declines to purchase the Premises the lease shall remain in full force and effect. WITNESS the hands of the parties hereto, the day and year first written above.

LESSOR:

LESSEE:

PB MARINA, LLC

_____ (Sign)

By: _____

By: _____ (Print)

Date: _____

Date: _____

Rules reviewed, signed and attached:

_____ (Initial)

Email Address: _____

PB Marina, LLC
99 Kazimour Dr Unit A
Port Barrington, IL 60010
847-382-8866

HYPERLINK "http://www.PBmarina.com/"www.PBmarina.com