

**Jayhawk Marina, Inc.**26353 Jayhawker Dr.  
Paola, KS 66071**Slip/Space Rental Agreement****Terms of Agreement  
Rules and Regulations**

FOR OFFICE USE ONLY

 Annual Monthly Daily

Start Date: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Rate: \$ \_\_\_\_\_

Owner: \_\_\_\_\_ Slip Number: \_\_\_\_\_

Boat/ PWC Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Registration Number: \_\_\_\_\_ State: \_\_\_\_\_

For the safety and enjoyment of the Marina, all boat and PWC owners, their crew and guests must abide by the following terms, conditions, rules and regulations. For the Purposes of this agreement, the following words and terms have the following meanings:

“**Marina**” shall refer to Jayhawk Marina, Inc.

“**Owner**” shall refer to the Vessel Owner, its agent or representative. All singular references to “Owner” in this agreement shall be understood to be plural when applicable. “Owner” shall also refer to any person(s) other than the Owner of the vessel, when Owner gives permission for another person(s) to use said Owner’s vessel.

“**Vessel**” shall refer to Owner’s boat or personal watercraft for which the Marina provides dockage. “Vessel” shall also refer to and include Owner’s boat lift and/or HydroPort where applicable.

“**Agreement**” refers to the Jayhawk Marina Slip/Space Rental Agreement.

“**Monthly**” shall refer to slip/space and agreements for terms less than twelve months.

“**Annual**” shall refer to slip/space and agreements for a term of twelve months.

“**Daily**” shall refer to slip/space and agreements for a term of 24 hours.

**1. Admission, registration, slip assignment**

Only vessels in good and seaworthy condition will be admitted. To be admitted, Owner’s vessel shall be:

- a. Registered or documented, marked and maintained as required by law and safe practices.
- b. Subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines and cleats; adequate tendering to protect Marina’s docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s); condition of fuel tanks, etc.

- c. Only manufactured boat fenders are approved by the Marina. Homemade fenders and ties are prohibited. Owner shall provide adequate and properly placed lines and fenders. Owner accepts full responsibility for the condition of lines and fenders and for any damage that may result from their failure. Owner is responsible for damage to docks or other vessels caused by improper docking, tendering or securing of vessel. If necessary for protection of the vessel, other property or docks, the Marina may provide additional lines or fenders at owner's expense.
- d. Vessel's not properly secured will be re-secured without any liability to Marina. Owner will be charged for equipment and time. This may apply during inclement weather.
- e. Owner will not change slips without permission of the Marina.
- f. Marina will attempt to honor Owner's preference for slip assignment.
- g. Owner agrees to move, at Marina's request, his/her vessel to a slip with similar services.
- h. It is agreed that this agreement is non-assignable and may not be transferred. Sub-leasing or loaning the dock space is prohibited.
- i. This Agreement is not valid for any other vessel unless agreed in writing by Marina. The season length or location of space may be altered due to adverse weather or lake level. If the Marina is unable to provide space for the season as agreed at the Marina's discretion, its liability shall be limited to either a prorated refund of fees paid or an extension of the Owner's rental term. No refunds will be issued for Owner's non-use of dock space during agreement term.
- j. Marina may terminate this Agreement immediately if the vessel fails the initial inspection or any subsequent inspection.

## **2. Advertising, soliciting and commercial use.**

- a. Advertising or soliciting, including advertising the lease or sale of Owners' vessel shall not be permitted. All boats offered for sale shall be listed with Marina boat brokerage. See office for details.
- b. Dock space and/or vessel shall not be used for commercial purposes from the Marina unless assigned to a slip designated for commercial use. All commercial use must be requested in writing by Owner and approved by Marina in writing, in advance.
- c. "Vessel Brokerage" – Persons interested in purchasing a vessel berthed in the Marina will not be allowed access to a/the vessel unless the Owner or an Owner's representative is present. An Owner will not be able to abuse the Marina access policy by merely calling the Marina when the Owner wants a prospective purchaser to examine the vessel.

## **3. Clean Vessel Act Compliance and Waste Disposal**

- a. Owner agrees to comply with Local ordinances and County, State and Federal laws and regulations concerning the stowage and disposal of human waste. All boaters are prohibited from discharging raw sewage into waters of Hillsdale Lake. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters. Marina will make best efforts to provide pump-out service for holding tanks and dump facilities for port-a-potties when available. Owner is encouraged to use public restrooms in lieu of on-board toilet facilities when in Marina waters.
- b. Overboard discharge of fuel, oil, waste or garbage is prohibited. Any boat found discharging fuel, oil, waste or garbage will be hauled and Owner will be notified and billed accordingly.
- c. Other contaminants. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
  - (1) The discharge into the Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. Owner agrees not to discharge any amount of such contaminants in any form, including contaminated bilge water. Owner further agrees to notify Marina of any suspected discharge emanating from his/her vessel and take immediate action to stop and eliminate such discharge.

- (2) Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to Owner if Owner's vessel or action caused or may cause contamination of Marina waters.
  - (3) Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water, and other hazardous materials and agrees not to place them in the Marina trash containers.
- d. Owners who discharge holding tanks or toilets into the Marina waters will constitute immediate cancellation of this Agreement and the immediate removal of the Owner's vessel from the Marina. Any paid fees will be forfeited. Emptying of portable toilets is permitted in the dumping station conveniently located at the Ship's Store. Pump-out service is fee based. Owner certifies that any marine toilet systems and gray water systems aboard the vessel are in compliance with Kansas State laws for use on Hillsdale Lake and gives the Marina the right to verify compliance.

#### **4. Slip Assignment & Vessel Operations**

- a. Summer dockage period is from April 1 through September 30. Owner agrees to have the vessel out of the rented slip by the end of the summer season. Any vessel left in a slip during the winter season must be equipped with a lift or aerator. The Marina reserves the right to install an aerator at Owner's expense and Owner will be billed separately for aerator rental at published rates. Only Jayhawk Marina staff is allowed to install aerators.
- b. Owner shall provide the Marina with a complete set of keys and/or lock combinations. The Owner grants permission to the Marina to move the vessel by its own power or by towing to another location as deemed necessary by the Marina for safety of the vessel or others or for other operational reasons that may arise. If the Marina must move the vessel or is requested to service the vessel and keys/combination are not available, Owner agrees to reimburse the Marina for expenses incurred, including installation of replacement locks, and agrees to hold the Marina harmless for damages arising from entry and moving.
- c. When Owner's vessel enters the Marina, it immediately comes under the jurisdiction of Marina and shall be berthed only where assigned.
- d. Except in an emergency, when entering and leaving the Marina, Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with Kansas Boating Rules.
- e. Owner agrees to operate his vessel in waters of Marina without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other vessels and Marina's docks and facilities.
- f. Owner agrees to stop all engines, including generators, while fueling.
- g. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damage or loss resulting from power failure.

#### **5. Conduct**

Owner and Owner's guests, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

- a. Owner and Owner's guests will keep noise to a minimum at all times and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Quiet hours are 11:00 pm to 6:00 am.

- b. Children under the age of 18 are not permitted to sleep aboard without adult or guardian present. Living aboard any vessel is prohibited.
- c. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for actions of their pets. This Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). When on Marina property, pets must be controlled by Owner at all times. Pets must be on a leash and in or on the Owner's vessel at all times. Pets are not to be chained or tied to walkways, docks or slips. All pets on premises are subject to Kansas State Park rules and regulations.
- d. Fishing is permitted from Owner's slip only if activity does not disturb other guests or damage or foul the property of another, and if equipment, catch and residue are contained. All residues from cleaning fish shall be retained on board for proper disposal as required by the Kansas State Parks rules and regulations. Disposing of fish parts in Marina trash receptacles is absolutely prohibited. Marina reserves the right to prohibit fishing.
- e. The placement of natural or artificial trees in Marina waters as fish habitat must be approved in writing by Marina management and the KDWP wildlife biologist. No PVC, trees, or other artificial habitat is to hang or be attached to the dock structure at any time.
- f. Swimming and diving are not permitted between the slips and docks in the waters of the Marina. Swimming, diving and the use of floatation devices are prohibited in all areas containing active boat traffic in the Marina including docks and slip fingers. The dock contains underwater trusses between each slip finger, as well as underwater cables securing the entire Marina on all sides. Utilities including electric, water, sewer and communications are located in the water and under floating structures. Serious injury or death could occur in the event a swimmer or diver should come in contact with said trusses or cables. Owner is responsible for notifying their family members and guests of the underwater trusses and cables and the hazards thereof.
- g. Rigging shall be secured to prevent undue noise.
- h. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina for extended periods of time.
- i. Security gate and restroom doors are to be kept closed at all times. Owners will be given the combination to the gate. PLEASE BE SURE GATE IS CLOSED AFTER HOURS.
- j. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- k. Skate boarding, roller-skating and roller blades are prohibited on Marina facilities.
- l. Owner shall be responsible for damage they or their guests cause to other vessels or any structure within the Marina limits.
- m. Please respect your neighbor and fellow patrons. Disorder, depredations, public intoxication, profanity or abusive language by vessel Owner, visitors, family or others will cause the immediate removal from the Marina of the vessel in question. The vessel of any Owner who causes or threatens harm to the person or property of any other Owner, Marina employee, or member of the public will be subject to the immediate removal from the Marina and cancellation of this contract. Violations of the terms of this contract and/or disorderly and inappropriate conduct will result in the cancellation of this Agreement and forfeiture of all fees paid and expulsion of the vessel from the Marina facilities.

## **6. Contraband and Related Matters**

Possession of contraband and prohibited items or substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest by any agency for a suspected offense covered by this provision may result in termination of the Agreement prior to final legal disposition.

## **7. Alterations to Premises, Maintenance and Repairs of Marina**

- a. Marina personnel will perform all necessary installation, repair and maintenance of the dock facilities. Alterations and/or additions to dock facilities are prohibited. Fish cleaning stations attached to Marina facility are prohibited.

## **8. Storage and Trash Removal**

- a. Docks and finger piers shall be kept clear of stored materials. Owners shall not store supplies, materials, accessories or debris on walkways or finger piers. Dock boxes are allowed on the docks. All dock boxes must be furnished or approved by Marina management. To prevent damage to the pier, Marina personnel must perform installation. Dock boxes or any other permanent attachment to slip structure must be approved through Marina. Insurance of dock boxes and contents is advised.
- b. In no case will Owner or Owner's approved contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. No outside fuel products are allowed on Marina premises.
- c. Owner and their guests must remove trash, waste and debris after each day's use of Marina. Trash bags and bulk trash are to be deposited in dumpsters provided in the parking lot area. Bulk trash pickup may be arranged with Marina staff for an additional fee.

## **9. Vessel Repairs**

- a. Marina must perform all work below the water line. The Marina reserves the right to refuse to launch the vessel if the customer has performed any work below the water line. All bottom work supplied through Marina is in accordance with United States Environmental Protections Agency and Kansas State Department of Environmental Conservation regulations and standards.
- b. The Marina requires proof of proper and adequate insurance coverage from any outside contractor or paid laborers before permitting them to work at the Marina. Owner is responsible for cleanup of docks and yard after their work and will be charged a fee if further work by the Marina staff is necessary. No outside labor will be allowed unless authorized by Marina management. Service by specialist must be arranged through Marina office.

## **10. Fires, Fueling and Dangerous Conditions**

- a. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the Kansas Department of Wildlife and Parks or other regulatory agency.
- b. The fueling of vessels is permitted only at the Marina fuel docks.
- c. Fuel shall be stored only in tanks integral to the vessel, except that not more than two portable fuel cans, properly rated as fuel containers, may be kept on board if secured to the vessel, to prevent shifting or spillage of fuel.
- d. Owner will immediately correct any dangerous or hazardous condition on his/her vessel, or caused by her/her vessel, upon notice of such condition.
- e. Gasoline and other petroleum products, explosive and incendiary and hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense.

- f. State law prohibits any discharge into waters of the State, including the Marina waters. Owner is responsible for assuring that his/her vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow. Owner may not fuel small craft or other equipment at Marina, including water and upland areas, except at the Marina's fuel dock.
- g. Owner is responsible for keeping the immediate area around vessel in clean condition, and must use every precaution to prevent fire or accidents. Transfer of fuel at dock slips is prohibited. Vessels may not be fueled from portable containers.
- h. Flame, heating elements, flammable liquids, explosive gasses or other hazardous materials or equipment, except galley stoves, propane barbecues, lamps, engines and installed heaters, may not be used on docks or vessels while docked or stored at the Marina.

## **11. Utilities and Related Services**

- a. UL-approved cords are required. Owner will connect to Marina power 100 volt 30 amp outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords and Marina will not be responsible for any consequences of such removal or power failure. Plugs must have integral weatherproof covers in serviceable condition.
- b. Alteration of electric supply system is prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage there from.
- c. Owner may use his/her satellite dish, so long as it is mounted on Owner's vessel.
- d. Marina provides access to fresh water at no charge, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.
- e. Owner agrees to disconnect all water hoses when he/she will be absent from the vessel. Marina may disconnect Owner's water hose in the slip in Owner's absence and Marina will not be responsible for any consequences of such action.
- f. Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- g. Water siphons will not be used except in an emergency.
- h. Owner agrees to turn off air conditioners and heaters on unattended vessels, since such equipment may represent a hazard.

## **12. Parking**

- a. All parking shall be done in accordance with policies and procedures set forth by Kansas Department of Wildlife and Parks or other governing authority.
- b. All Owners will be allowed to use the designated vendor parking spaces for loading and unloading. Owners must observe parking signs. Vehicles are not allowed an extended period of time for parking in this area. Please be courteous to other Owners.
- c. PLEASE return all dock carts to the designated area after each use.

## **13. Dry Storage**

- a. The Marina agrees to provide free outdoor storage of your vessel trailer. Winter storage for your vessel is included in the Annual Rental Agreement only. Owner recognizes that outdoor spaces are partially fenced and that the Marina does not provide security guard services. The Marina will provide periodic visual surveillance of the vessel exterior and trailer, but does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or the damages from any cause including weather, theft and vandalism.

## **14. Insurance**

Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in Marina or to the structures thereof or appurtenant, or to Marina property. Marina highly recommends Owner obtain insurance to cover, without limitation, any negligence, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God causing Owners vessel to damage any Marina property. If Owner owns, leases or utilizes a Boat Lift or HydroPort, Marina highly recommends owner also insure the lift and/or HydroPort. Marina assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty, offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless and indemnify Marina in the event claims for damage to other persons or property, or to Marina property, arise from the presence of Owner's vessel in Marina. Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon: (a) representations of a marina hull insurance policy of a "Named perils" or "all risks" for the value of the vessel, and (b) a third party liability policy, also known as a P & I policy. Owner agrees that he/she is fully responsible for making arrangements for the safety and protection of his/her boat and appurtenances. Owner authorizes Marina to remove his/her vessel from Marina, at Owner's expense, if Owner fails to remove said vessel after receiving notice from Marina that the vessel is imperiled or represents a threat to damage to Marina property or to property of a third party. The Marina requires a copy of Owner's "Certificate of Insurance". The Owner fully agrees to release and discharge Marina from any and all responsibility or liability for injury including death, loss, or damage to persons or property in connection with Marina. This release and discharge shall cover without limitation any loss or damage resulting from Marina employees, parking, and/or hauling of vessel, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God.

## **15. Emergencies**

Owner must maintain his/her vessel in a state of readiness for movement in case of fire or evacuation. Owner will notify Marina if propulsion is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard Owner's vessel and adjacent vessel and property of Marina. Owner agrees to pay Marina all charges for services rendered on behalf of Owner and Owner's vessel in an emergency situation, to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the vessel and to make any repairs required to make the vessel safe and free from defects which may endanger life, property or the natural environment.

## **16. Payment**

- a. Dockage fees and other service fees shall be paid in advance. An open credit card account covering the anticipated total charge is acceptable. If payment in another form is not received when due, the open credit card may be used for payment of balances due.
- b. By accepting this Agreement, Owner is applying for a net 30 day charge account with the Marina for expenses incurred by the Owner or vessel, including but not limited to labor charges, fees as covered in this Agreement, dockage, storage, and items charged at the Ship's Store, the service department and the fuel dock. This account will be governed by the following terms: Payment shall be made by cash, check, money order or credit card. ACCOUNTS PAST DUE will be charged a late fee as follows: Thirty (30) days - \$30 per month; Sixty (60) days - \$45 per month; Ninety (90) days - \$60 per month. Returned checks will be charged a \$30.00 returned check fee. Accounts with charges unpaid for 90 days or more will permanently forfeit charge account privileges. All future transactions must be cash, paid in advance or at time of sale. The Marina will have a purchase money security interest in all items purchased until paid in full unless prohibited by law. Marina reserves the right to turn Past Due Accounts over to an attorney at any time.

Marina is authorized to haul and store any vessel with a delinquent account at Owner's expense and rent Owner's slip space. Owner agrees to payment of all legal and other fees incurred by the Marina in collection of overdue accounts. Owner agrees that the court venue for collection shall be Johnson County, Kansas. The Marina shall have a mechanic's, storage, maritime, and/or other lien(s) upon the Owner's vessel for all of the above charges. To satisfy the lien(s), the Marina may sell the vessel and/or equipment at public or private sale if debt is not fully satisfied after due date. The Owner shall be obligated to pay any deficiency resulting from said sale.

## **17. Termination**

Marina reserves the right to terminate any agreement for berthing facilities.

- a. Owner agrees to notify Marina within 5 days prior to removing his/her vessel permanently, and shall settle his/her account prior to departing. Marina requests that Owner leave a forwarding postal address if applicable.
- b. All personal property must be removed from dock boxes when dockage rental is terminated. After the departure of the Owner's vessel, locked dock boxes shall be opened by Marina and Marina shall not be responsible for any contents therein, all remaining property shall be deemed abandoned by owner and disposed of by Marina.
- c. **We do not prorate when you vacate a slip.** If your slip is not vacant on the first (1<sup>st</sup>) day of the month, a full month's rent is due. There are no exceptions!
- d. This Agreement is for Annual, Monthly or Daily term as specified on Page 1 of the Agreement. Rates are based on the length of stay. If Owner terminates early or vacates the slip, there will be no refund or pro-rata of the monies due Marina. No refunds will be provided. Should Owner vacate slip prior to Agreement's end date, the Owner is still liable for payment of the full term and collection or legal remedies may be instituted to remedy non-payment.
- e. Upon the expiration date of this Agreement, if Owner wishes to remain a tenant and has not executed a new Agreement or if Owner's vessel remains berthed or stored on Marina property, Marina reserves the right – and Owner agrees to automatically renew this Agreement on a month-to-month fee basis. Additionally and at Marina's sole discretion, Marina may opt to move Owner's vessel to dry storage.

## **18. Violations**

Violations of the above Terms of Agreement and Rules & Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guests that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of this Agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of this Agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.

Any failure of the Marina to exercise a right shall not be deemed a waiver of said right. If Owner cancels this Agreement or if the Marina terminates it for cause, the Marina shall retain the entire amount paid as liquidated damages.

## **19. Other Conditions**

If Owner's vessel sinks at the Marina, the Marina may take immediate steps to raise and remove it with all costs at Owner's expense.

Any agreement between Owner and Marina to extend payment dates or defer sale of goods must be in writing and signed by both Marina and Owner to be binding.



I understand that swimming, boating and water related recreation can be hazardous activities and environments. Wet or icy decks and walkways are slippery and may be treacherous at times. DO NOT enter Marina facility or walkways if conditions appear wet/icy or treacherous in any manner. I assume all risk of personal injury and property damage. I release and forever discharge, hold harmless and indemnify Jayhawk Marina, Inc., its owners, directors, officers and employees of any liability of claim regardless of cause. I agree that the location of any legal proceedings will be only in a Johnson County, Kansas court.

The Owner shall indemnify and hold harmless the Marina and its agents, employees, officers and directors from and against all claims, damages, losses and expense, including attorney's fees, arising out of this contract for rental of Marina facilities or out of Owner's operations provided it is caused in whole or in part by any negligent act of omission on the part of the Owner or anyone the Owner is responsible for, regardless of whether or not it is caused in part by the Marina, or any act of God. Owner agrees to waive the right of subrogation by Owner's insurance company and carrier against possible claims against Marina. The Marina is not responsible to the Owner for any loss caused in whole or in part by changing water levels, flood, ice, fire, wind, vandalism, acts of God or any other occurrences, whether the loss occurs to the vessel or the Owner's personal property. The Owner is responsible for carrying his own insurance to cover such causes of loss and causes of loss or damage to Marina property from Owners vessel due to any act of God.

Alterations written into this Agreement by Owner or the Marina are not valid unless initialed by the burdened party. If any paragraph or provision of this Agreement violates the law, said paragraph or provision shall be considered removed from this Agreement but the remainder of this Agreement will remain valid and binding.

X \_\_\_\_\_  
 Owner Signature Date

X \_\_\_\_\_  
 Owner Signature Date

X \_\_\_\_\_  
 For the Marina Date

**Contract is for:**

Annual Start Date: \_\_\_\_\_

Monthly Exp. Date: \_\_\_\_\_

Daily

***Agreement may not be terminated prior to expiration date without incurring additional charges.***

Restrooms are located behind doors 2 & 4. Shower is located behind door 1.  
 Slip Tenant access only. No public use.

Gate Code: \_\_\_\_ - \_\_\_\_ - \_\_\_\_