

BOAT SPACE RENTAL AGREEMENT

Slip No. _____

This agreement entered into this _____ day of _____, 20____ by and between

CRANBERRY CREEK MARINA, hereinafter known as the LANDLORD, and

Name: _____ hereinafter known as the TENANT, subject to the following terms and conditions:

Tenant's Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Employed by _____ Address _____

City _____ State _____ Cell Ph. _____

In case of emergency, notify: _____

Email: _____

1. This SPACE RENTAL AGREEMENT is for a period from _____, 20____ to _____, 20____ inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services.

Boat: (Make) _____ Model _____ Year _____

Length O/A _____ Beam _____

Registration No. _____ Name on boat _____

Trailer: (Make) _____ License No. _____ Serial No. _____

Only Item(s) Marked "X" Below Apply To This Agreement

| | | | |
|--------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Wet Docking | <input type="checkbox"/> Winter Storage | <input type="checkbox"/> Dry Docking | <input type="checkbox"/> Trailer Storage |
| Special Terms and Conditions (if any) | | Space Rental Fees | |
| | | <input type="checkbox"/> Wet Docking Fees \$ _____ | |
| | | <input type="checkbox"/> Dry Storage \$ _____ | |
| | | <input type="checkbox"/> Trailer Storage \$ _____ | |
| | | <input type="checkbox"/> Winter Storage \$ _____ | |
| | | Total Space Rental Fees \$ _____ | |
| | | Sales Tax \$ _____ | |
| | | Less Advance Deposit \$ _____ | |
| | | THIS AMOUNT DUE \$ _____ | |
| ALL FEES ARE DUE & PAYABLE ON OR BEFORE EFFECTIVE DATE | | | |

TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT SUITABLE AND ACCEPTABLE.

I (WE) ACKNOWLEDGE A COPY OF THIS AGREEMENT

LANDLORD: _____ Accepted by _____
Principal Tenant

2. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
3. The LANDLORD reserves the right to lease or refuse to lease to any person for any reason.
4. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
5. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin. Any alterations require prior approval of management. TENANT responsible for removal of own rubbish.
6. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD, cancel this lease agreement upon ten (10) days notice, and the TENANT shall remove his boat from the harbor and premises.
7. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, as applicable.
8. The use of Marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., are prohibited except by special permission.
9. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
10. Due to liability reasons, the transfer of fuel from portable containers is strictly prohibited on marina property. Any persons transferring fuel to another vessel will cause the termination of their lease, effective immediately (No Refunds)
11. The LANDLORD will not be responsible for delays in hauling, launching, winter layup or commissionings, occasioned by inclement weather or any other circumstances beyond its control.
12. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements would require that TENANT'S boat be removed from the premises of LANDLORD for repairs.
13. Rent on space is DUE AND PAYABLE IN ADVANCE.
14. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
15. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
16. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term as defined in Paragraph one (1) of this agreement, LANDLORD may at its sole option: (1) charge to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in Paragraph eighteen (18); and (3) avail itself of any other remedy available to LANDLORD under the law.
17. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
18. INSURANCE: TENANT AGREES that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. Tenant will protect, indemnify and save harmless the Landlord from all losses, costs or damages sustained by reason of any act or occurrences of Tenant causing injuries to any person and/or property whomsoever or whatsoever, due directly or indirectly to the use of the premises (including parking areas) or any part thereof by the Tenant. Tenant also agrees to provide a certificate of insurance annually.
19. IN CASE OF EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any emergency measures.
20. The drilling of holes to bolt, use of screws, or nails used in mounting any hardware to a deck is prohibited. Hardware maybe mounted in a temporary manor and must be removed at the end of this contract.
21. Adequate mooring lines & snubbers are required.
22. Management assumes no liability for use of beach. Children must be supervised by an adult at all times. "Swim at your own risk."
23. No boats are permitted on beach or designated swimming area.
24. No alcoholic beverages to be consumed on marina property.
25. For Sale or other commercial signs are prohibited on marina property. Management reserves the right to remove any such signs without the risk of loss or liability.
26. Pets must be on a leash at all times and cleaned up after.
27. LANDLORD shall have the privilege of renting any dock vacated for 1 week or more on a temporary basis or until the return of Lessee.