

Double Creek Marina Slip Lease Agreement

Marina leases to Boat Owner and Boat Owner shall moor at the agreed upon slip subject to the terms and conditions below.

1. **SUBLEASED SPACE:** This Lease grants the Boat Owner only a license to use the slip and nonexclusive access to piers, docks, parking lot and other common areas of Marina that are reasonably necessary to use the slip.
2. **TERM:** The term of the lease shall be for one boating season, approximately the period of May 15 to Oct 15 for the applicable year. This Lease Agreement is not automatically renewable.
3. **RENT AND FEE:** The Boat Owner shall pay to the Marina for the use of this slip at a mutually agreed seasonal rate. A 20% deposit is due on Feb 15 with the balance due on May 15. Future rates are subject to change at the Marina's discretion.
4. **BOAT OWNER'S LIABILITY//INDEMNITY OF MARINA:** Boat Owner covenants to exercise due care in occupation of the leased slip and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Boat Owner shall release the Marina from any and all liability from loss, injury, or damages to persons or property sustained while in or on Marina facilities or premises. Furthermore, the Marina shall be released from any and all claims, actions, proceedings, damage, and liability, including attorney fees, arising from or connected with the Boat Owner's possession and use. The Marina does not carry insurance on the property of the Boat Owner. The Boat Owner is responsible for purchasing and maintaining appropriate insurance and providing a copy of the insurance agreement to the Marina.
5. **LIMITATION OF MARINA'S LIABILITY:** Boat Owner acknowledges that he has inspected the slip and is satisfied that the slip is adequate for safe mooring of their vessel. This contract is not a bailment of the Boat Owner's boat, but a lease of slip. The Marina will make reasonable efforts to notify the Boat Owner of dangerous conditions requiring attention, but the Marina assumes no responsibility for attending mooring lines or moving boats.
6. **SUBLETTING PROHIBITED:** The Boat Owner may not sublet or assign leased slip without consent of Marina.
7. **DOCK LINES:** Boat Owner will provide all necessary dock lines. It is not the Marina's responsibility to replace dock lines. The Marina reserves the right to replace worn and frayed dock lines for a reasonable fee if it is deemed necessary to protect other boats or Marina property.
8. **SEVERE WEATHER:** In the event of impending severe weather, Marina reserves the right to move, attempt to secure or evacuate vessels at Boat Owner's risk and expense.
UNDERTAKING TO MOVE, SECURE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED

AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF THE VESSEL BY MARINA, NOR SHALL MARINA BE DEEMED A BAILEE OF THE VESSEL.

9. SAFETY and COMPLIANCE with LAWS: The Slip shall be used and occupied in a safe, careful and proper manner. All Boats must be docked and lines secured so as to avoid risk of damage to the docks and other vessels. The Marina reserves the right to board the Boat at any time to secure lines, but assumes no obligation to affirmatively do so. Boat Owner including guests shall abide by and comply with all present and future ordinances, regulations and laws of all governmental and quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the Slip. Boat Owner shall neither permit nor commit any illegal or unlawful practice or act in or upon the Slip, docks or Marina. Boat Owner shall be responsible to comply with all requirements and for payment of all fees, fines, penalties, expenses and other costs that may be imposed by, any governmental and/ or quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the use and occupancy of the Slip, docks and Marina. Boat Owner shall not discharge or otherwise dispose of sewage, trash, fuel, oil, or any other contaminant in or on the Marina property or the surrounding waters.

10. NON-DISTURBANCE: Because the Marina is a shared facility and residence, it is paramount to maintain peaceful and orderly conduct within the Marina. As such, Boat Owner agrees to refrain from activities which may disturb or interfere with the peace and quiet of other persons within the Marina and surrounding areas.

11. RESIDENCE: No persons shall be permitted to use any Slip for a place of residence or dwelling, whether permanent or temporary.

12. MAINTENANCE: Boat maintenance or repair activities that require the removal of the Boat from the water, or removal of major portions of the Boat, including the engine, for purposes of routine repairs or maintenance on site are prohibited over the water within the Marina, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the Boat. Specifically prohibited shall be hull scraping, stripping, sanding, painting, re-coating, and other maintenance or repair activities that may result in degradation of water quality from discharge or release of potential contaminants into the water.