

BOULDER LAKE CLUB BOAT SLIP RENTAL AGREEMENT

Boat Owner Name		
Street		
City, State, Zip		
Cell Phone:	Home Phone:	Primary Email:
Unit Association & Number:		

**BOAT INFORMATION**

Year:	Make:	Model:
HULL Identification Number:		Length:

**TRAILER INFORMATION**

Year:	Make:	Model:
Plate Number	Vin Number	
In case of emergency notify (other than Boat Owner) Name:	Address:	Home Phone: Cell Phone:

***THIS AGREEMENT*** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the Big Boulder Lake LLC, d/b/a Boulder Lake Club (hereinafter, the “**Operator**”), at the Boulder Lake Club (hereinafter, the “**Marina**”), and the “**Boat Owner**” listed on this Agreement,

Boat Owner hereby warrants that he is the lawful owner of the Boat and has the legal authority to enter into this Agreement.

**1) Slip Rental Fee and Utility Fee:**

The Boat Owner shall pay to the Operator a fee for the use of the Slip and Marina:

- a) Slip rental fee, subject to the membership fee schedule, is due and available upon execution of this Agreement.
- b) Electrical services cost are included in the Agreement fee.

**2) Contact Information:**

The Boat Owner agrees that if any of the information submitted subsequently changed that it will provide updated information to the Operator within fourteen (14) calendar days.

**3) Term:**

The term of this Agreement shall be for the period from **Memorial Day to Columbus Day of the current year**. Should the Boat Owner elect not to store his Boat at the Marina for the winter (pursuant to a separate winter storage Agreement), then the Slip must be vacated on or before **Columbus Day of the current year**. Should the Slip not be vacated by that date, or arrangements for winter storage at the

Marina made, the Boat Owner agrees to pay the amount of FIFTY AND 00/100 DOLLARS (\$50.00) for the FIRST WEEK and TWENTY-FIVE AND 00/100 DOLLARS (\$25.00) PER WEEK for each additional week (exclusive of electric charges or other cost) until the Boat is removed.

**4) Personal Property:**

The Boat Owner acknowledges and agrees that storage of personal property at the Marina is at the Boat Owner's sole risk and the Operator shall assume no obligation or responsibility for safeguarding the Boat Owner's personal property from acts of vandalism, loss, fire, flood, theft, damage of acts of God.

**5) Insufficient Funds:**

The Boat Owner shall be charged a \$30.00 fee for each check that is dishonored.

**6) Condition of Slip and Marina:**

The Boat Owner hereby accepts the condition of the Slip and the Marina "AS IS" and the Boat Owner acknowledges that the Operator make no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas, or any utilities, gangways, piers, docks, buildings, fences, doors, locks, or any other aspect of the Marina. The Boat Owner shall take good care of the slip and, at the expiration or sooner termination of this Agreement, surrender and deliver the slip to the Operator in as good condition as when received by the Boat Owner from the Operator, reasonable wear and tear excepted.

**7) Boat Owner's Liability for Damage to Marina:**

In addition to all other liabilities and obligations, the Boat Owner agrees to pay to the Operator any and all damages suffered by the Operator as a result of any damage caused to the Marina and/or the Slip by the Boat Owner or the Boat Owner's Boat, including, but not limited to, damage to docks, pilings, bulkhead, utility lines, and any other real or personal property in which the Operator has an interest, As used herein, damages include all damages that the Operator may suffer including, but not limited to property damage, business interruption damage, personal injury, and any other damages, including incidental and consequential damages.

**8) Insurance:**

The Boat Owner agrees to carry personal property damage insurance for the full value of the Boat and its contents, and liability insurance with a minimum limit of \$100,000 per occurrence coverage. The Boat Owner's insurance shall be primary and non-contributory with any insurance carried by the Operator. Each insurer shall agree to waive its right of subrogation against the Operator.

**9) Notification:**

The Operator will make reasonable efforts to contact the Boat Owner if dangerous conditions requiring attention, but the Operator does not assume any responsibility whatsoever for attending dock lines or moving the Boat from the slip to which it is assigned. The Operator, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to the Boat.

**10) Boat Registration:**

The Boat Owner agrees to register the Boat with Operator and agrees to identify and mark the boat at the direction of the Operator. The Boat Owner further agrees to, at his sole expense, maintain the Boat in a clean, seaworthy, sanitary, and fully operational condition at all times, and that the Boat will be regularly repaired and maintained.

**11) Ratifications of Actions:**

Although the Operator does not have any affirmative obligation to do so, should it enter upon the Boat to take any action to protect the Boat, which action is hereby approved and authorized by the Boat Owner, such as relocating the Boat outside the Marina in the event of an emergency or pending disaster. If the Boat Owner cannot be notified, subject to clause 10, the Boat Owner agrees to reimburse the Operator for labor and materials expended in such action at prevailing Marina rates, and to hold the Operator harmless for any loss or damages to the Boat regardless of the action taken or circumstances giving rise to the attention.

**12) Relocation of Slip:**

The Operator reserves the right to change Slip assignment, as well as any access ways, parking and similar areas, as necessary at the Operator's sole discretion for the efficient operation of the Marina, or for any other purposes. Such change shall not, by itself, invalidate or terminate this Agreement.

**13) Parking:**

No boat trailer shall be stored at the Marina or on the Operator's premises.

**14) Electricity:**

The Boat Owner shall, in accordance with any applicable National Electric Code, be responsible for any wiring, connectors, and installation from the Marina's electrical service at the Slip to the Boat Owners battery or service panel. The Operator shall not be responsible for any electrical interruptions or the results or damages therefrom.

**15) Boat Keys/Emergency Contact:**

The Boat Owner shall furnish the Marina Operator with a set of keys to the Boat and with a contact person (including address and telephone number) in the event that the Boat Owner cannot be reached in an emergency.

**16) Subletting Prohibited:**

The Boat Owner shall not sublet or assign the Slip nor shall the Boat Owner slip a boat other than the one described in this contract without prior written approval of the Operator.

**17) Commercial/Residential Use:**

The Boat Owner is prohibited from using the Slip or the Marina for any commercial purpose or for a residence. The Boat Owner is prohibited from displaying any signage on the Boat or Marina property, including, without limitation, advertisements or "For Sale" signs without the prior written approval of the Operator.

**18) Maintenance:**

The Operator does not provide any maintenance or engine/motor repair services. Absolutely no major engine/motor repairs, painting of boats or similar activities including but not limited to welding, carpentry, or carpeting shall be performed while occupying the Slip.

**19) Alterations, Additions or Improvements:**

The Boat Owner shall not make any alterations, additions or improvements in or to the Slip or Marina without prior written approval of the Operator, including, but not limited to the placement or construction of any lockers, chests or similar structure. Laundry shall not be hung on boats, docks, or finger piers in the Marina.

**20) Overboard Discharge:**

No garbage, oil, gasoline, sludge, refuse material, sewage, and/or waste material of any kind shall be thrown, discharged, deposited, or permitted to fall from any boat while in the Marina. In accordance with the applicable law, the toilet facilities of any boat which empty into the water shall not be used while such boat is in the Marina.

**21) Conduct/Noise:**

The Boat Owner and his guest agree to conduct themselves in an orderly fashion at all times when in the Marina or on any boat moored therein, so as not to create an annoyance, hazard, disturbance or nuisance to the Marina and other patrons of the Marina. This involves, among other things, keeping noise to a minimum, observing good housekeeping and sanitation practices, recycling and the use of garbage receptacles, and compliance with all state and local laws and ordinances regarding the same.

**22) Fishing/Swimming:**

Swimming or diving in the Marina from piers, docks, bulkheads or boats is strictly prohibited. Fishing from Marina shorelines, piers, docks or bulkheads is strictly prohibited.

**23) Barbecues:**

Outdoor barbecues are strictly prohibited and will not be permitted anywhere in the Marina or aboard any boat moored in the Marina. Open fires of any kind are strictly prohibited.

**24) Pets:**

The Boat Owner agrees that all pets are prohibited from the Marina.

**25) Remedies:**

In the event of any violation of this Agreement, the Operator may at its election, immediately or any time thereafter and without prejudicing its right to any other or additional remedy:

- a) Terminate this Agreement with the Boat Owner without a refund of any monies paid;
- b) Exercise any other remedy allowable by law.

In the event this Agreement is terminated, for any reasons, the Boat Owner shall immediately remove the Boat from the Marina. In the event the Boat Owner fails to remove the Boat from the Marina, then

the Operator may, without further notice, remove the Boat or cause it to be removed from the Marina. Such removal by the Operator shall be at the Boat Owner's sole cost, expense, and risk.

**26) Boat Owners' Continuing Obligations:**

Notwithstanding the expiration or sooner termination of this Agreement, the Boat Owner shall not be relieved of its obligation to indemnify the Operator pursuant to this Agreement, or to pay for all damages caused by the Boat Owner to the Marina and/or the Slip.

**27) Notices:**

All notices under this Agreement shall be in writing and delivered in person, or sent by certified mail, to the Operator at the same place rent payments are made, and to the Boat Owner at the address shown on Page 1 of this Agreement or such other address as may from time to time be designated by such party in writing. Notice shall be deemed given on the date of such mailing.

**28) General Provisions:**

- a) No prior agreements or understandings pertaining to the subject matter of this Agreement shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified, or added to except in writing, signed by the Operator and Boat Owner;
- b) Any provision of this Agreement that shall prove to be invalid, void or illegal, shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

Boat Owner: \_\_\_\_\_  
*(Printed name)*

Signature: \_\_\_\_\_

Boulder Lake Club: \_\_\_\_\_

Signature: \_\_\_\_\_