

2023 BOATYARD DOCK (SLIP) SPACE RENTAL AGREEMENT

Between: **BOATYARD** or its successors and assigns (referred to herein as “BOATYARD” or “the Marina”), at the following addresses: 5171 North Bank Road, Buckeye Lake, Ohio 43008;

Renter’s Name: (referred to herein as “Renter” or “Owner”)

Address: City: State/ZIP: _____

Email address: Home #: Cell#: _____

Emergency Contact: Phone #:

Boat Name: Make/Model/Year: Type: Power Sail

Length Overall: Depth: Width: Hull ID#

Engine Make/Model: HP: Registration #

DOCK RENTER(S) MUST HAVE UPDATED INSURANCE ON REGISTERED BOAT(S) BEING KEPT AT THE BOAT YARD. IN ADDITION, BOAT YARD SHALL BE LISTED AS A RIDER ON THE INSURANCE POLICY. BY SIGNING CONTRACT BELOW YOU AGREE TO THESE TERMS AND CONDITIONS.

DOCK LOCATION:(#) _____

Slip Rentals for the 2022 season commence on April 7th, 2022 and terminate October 31, 2022.. **There will be no refunds on summer boat slips.**

Slips will be assigned as applications and payments are received. If we are unable to accommodate you, your payment will be returned promptly. The Boatyard reserves the right to change, alter, modify or cancel this contract at any time without notice. Slip customers must inform the office if they plan to be out of their slip for more than two (2) days. Boatyard reserves the right to use any open slip for any purpose without stated permission of the Lessee.

APPLICANT’S SIGNATURE: _____ DATE: _____ By

signing this Contract, I agree to abide by all Boatyard rules & regulations attached hereto and incorporated

BOATYARD RULES & REGULATIONS

\aPLEASE KEEP FOR YOUR RECORDS

1. This agreement is for the use of dock space only. It is for the rental of space for a leisure craft only. Such space is to be used at the sole risk of the renter. Boatyard shall not be liable for the care or protection of the boat including her gear, equipment and contents, for any loss or damage of whatever kind or matter to the boat, her contents, gear or equipment.
2. The renter may not place his boat at the Boatyard unless all fees for the year are paid in full and Boatyard dock space rental agreement has been signed and delivered to the boatyard office.
3. Noises shall be kept to a minimum at all times. Guests should use discretion in the operation of loud engines, radios and television sets so as not to create a disturbance. Charcoal stoves/barbecues, wood stoves or coal, and open fires or fuel appliances will not be permitted on the boats and/or docks or anywhere on Boatyard property.
4. Boatyards shall have a lien against the above described boat (including its gear and equipment) for any unpaid sums due for the use of the dock facilities, for damage caused or contributed to the above described boat or by the renter to any docks or property of Boatyards or any person at Boatyards.
5. Water Safety-Rules of the road apply. Boats shall be equipped and operated as required by applicable laws. No wake is allowed in the area. No fueling of boats at Boatyards at the docks or on land. 6. Renter shall not place or install anything, including but not limited to, dock boxes, planters, supplies, materials, accessories, or debris on walkway, docks, or any other structure without prior written approval of

management

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7. With a paid boat dock rental you will be authorized to park (1) one vehicle (no trailers) at our location. This is a first come first serve lot. Additional parking is available at the State Park. All other guests should park there or some other spot(s) designated by the State Park and walk to the docks or the State Park ramp. Always park so others can get out. If your car is parked improperly it will be towed at renter's expense.

8. Pets are to be leashed at all times while at Boatyards and must not run loose on the grounds of Boatyards or on other renter's boats. Renter must clean up any mess left by any pets. We reserve the right to order a pet owner to remove the pet from the property at any time for any reason, as well as banning any nor all pets from

Boatyards

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9. On boats, heads may not be used in the Boatyards, or upon the waters, unless equipped with an approved sanitary treatment system.

10. Dinghies/kayaks or any equipment are to be stored on your boat or within your slip. No dinghies/kayaks are to be stored on the docks or in the waters around the renter's dock.

11. Renters and their immediate family are allowed to work on boats. No outside labor or vessel work is permitted on Boatyard property unless authorized in advance by Boatyards. IF WORK IS TO BE PERFORMED ON THE VESSEL BY ANY OUTSIDE CONTRACTOR, WHETHER AN INDIVIDUAL, LLC, OR CORPORATION, OR IF A BOAT BROKER SHOWING VESSEL, THE RENTER

AGREES TO PROVIDE A CURRENT CERTIFICATE OF INSURANCE FOR THE CONTRACTOR OR BROKER CERTIFYING COVERAGE FOR GENERAL LIABILITY, WORKERS COMPENSATION, AND AUTO LIABILITY. IT IS FURTHER AGREED THAT CERTIFICATE WILL REFLECT THAT BOATYARDS IS ADDED AS AN ADDITIONAL NAMED INSURED, AS WELL AS BEING THE CERTIFICATE HOLDER.

12. In the event of a severe storm, the renter of the boat or his agent shall be solely responsible to take all emergency measures for said protection and or damages to the renter's boat. Boatyards is not liable for any loss/damage due to weather, unforeseen circumstances, or other acts of nature.

13. No person is allowed to stay overnight on the boat(s).

14. No swimming allowed in and around the dock area due to safety issues and concerns with boats entering and exiting the Boatyard property.

15. Oil, spirits, inflammables and oily bilges may not be discharged into marina waters or on marina land. No Swimming, diving, or fishing from the docks is permitted by the Boat Yard. Absolutely no fueling of any kind is allowed on the docks

16. No insurance is carried by Boatyards on Renter's boats or other property. Dockage thereof is accepted at the sole risk of the renter, and the renter hereby releases Boatyards from any and all claims for loss or damage however caused, including hauling. Renter agrees they have current, up to date, boat insurance policy or

certificate with both Hull & Liability coverage.

17. The Renter or anyone in privy with the renter agrees to indemnify and hold harmless Boatyard for any personal injury or death suffered or any consequential damages resulting from any such personal injury for any guest, family member, mechanic or other agent of the renter. The Renter agrees to pay any and all costs associated with such claims, including, but not limited to, any damage, judgment, interest, or attorney fees. The renter agrees to promptly notify Boatyard of any injury or other occurrence which could result in a claim against the Boatyard . The Renter agrees and covenants that he/she will defend, indemnify and save Boatyard harmless from any and all such claims.

18. In the event that any amount due hereunder shall remain unpaid for a period of thirty (30) days, Boatyard shall be entitled to pursue all remedies available to it. If Boatyard shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the Vessel, reasonable attorneys' fees shall be paid by the renter as part of the damages of the Boatyard in addition to any other balances due for principle and service charges. **In addition, any layovers beyond the contract time, will be charged \$20.00 per day to the renter.**

19. The Renter shall not remove the boat from Boatyard until all sums due the Boatyard are paid in full. 20. The provisions of this Agreement shall be binding upon Boatyard, the renter and their successors, heirs or assigns.

21. This agreement is an Ohio contract and shall be governed and enforced under the laws of the State of Ohio. 22. This Agreement shall be executed in two or more duplicates, each of which shall constitute an original without the necessity to account for the others.

23. The breach of any term or condition hereunder or any rule or regulation of Boatyard

shall constitute a default and entitle Boatyard to demand the immediate removal of the boat, without refund. If the renter does not cause the boat to be removed within five business days of demand, Boatyards shall be entitled to remove the boat to another location at the renter's expense. Boatyards shall be entitled to retain any and all payments received in advance from the renter in full and shall be entitled to any other remedies available to Boatyard as liquidated damages. The renter shall be liable for all reasonable attorneys' fees incurred by Boatyard as part of Boatyard's damages.

24. Boatyard reserves the right to move any and all boats to any other docking area within Boatyard without notice. Further, all docking privileges may be rescinded with strong cause and renter's boat will be removed from the water immediately by the renter or Boatyards.

25. **Abandonment Clause.** Boatyard is to have no responsibility to provide space for, maintain, or obligation of any kind toward this boat on any date after the rental period has expired. It is entirely the renter's obligation to see that this boat is removed from the Boatyard premises on or before the expiration of the Rental period. (Winter storage and transportation is available). In such case as the boat is still here after the expiration of the Rental period, the renter will be contacted by mail at his address as given on this contract. The renter will have fifteen (15) days from the date of mailing to remove the boat and it is agreed that the boat may thereafter be disposed of in any further way that Boatyard sees fit. The cost of such disposal will be billed to the renter and must immediately be paid. All values in salvage or sale of the boat or any of its parts shall become the property of Boatyards. The renter further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the Vessel pursuant to any in remedial action which the Boatyard brings stipulates and agrees that

Boatyard shall be entitled to be appointed custodian of the Vessel and to keep the Vessel for such purposes at its own facilities in the State of Ohio, subject to the usual and customary expenses for similar services pending a final determination of such litigation. Renter is responsible for all reasonable attorneys' fees incurred by Boatyard due to Abandonment.

26. Boatyard shall have no obligation, financial, or otherwise, to reimburse fees to renters if renters removes the vessel or otherwise wishes to discontinue membership after the date of this contract's commencement, for reasons including, but not limited to, sale of renter's vessel, financial hardship, personal issues, etc. Renter has read the above Dock Space (SLIP) Rental Agreement and understands and agrees to conditions set forth on the contract and Boatyard's rules and regulations.

27. Please park as close as possible to the car beside you so we do not lose parking spots(unload before parking) and please park in the sp[ots at the far end closest to the Yacht club.

28. You are responsible for your guest and their behavior while on Boat Yard property.

29. Please report anything out of the ordinary immediately to the office, Ice Cream

shop or the Boatyard Tavern.

APPLICANT'S SIGNATURE: _____

DATE: _____