

Double Creek Marina LLC
Slip and Storage Lease Agreement

Double Creek Marina LLC ("Marina") provides to the boat owner or customer ("Customer") wet slip, land storage and other services subject to the terms and conditions below.

1. SUBLEASED SPACE: This Lease grants the Customer only a license to use the slip or storage space with nonexclusive access to piers, docks, parking lot and other common areas of Marina that are reasonably necessary to use the slip or storage space.

2. TERM: The term of the lease shall be for one season, with summer season approximately the period of May 15 to Oct 15 for the applicable year and the winter season approximately the period Oct 15 to May 15. This Lease Agreement is not automatically renewable.

3. RENT AND FEE: The Customer shall pay to the Marina for the use of the assigned slip, storage, or other services at a mutually agreed rate. For wet slips, a 20% deposit is due on Jan 1 with the balance due on Apr 15. Storage and other services are paid in advance. Future rates are subject to change at the Marina's discretion.

4. LIABILITY/INDEMNITY OF MARINA: Customer covenants to exercise due care in occupation of the leased slip and storage area and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Customer recognizes that there are risks inherent with boating activities and assumes all associated risks and agrees to hold harmless the Marina, its members, agents, and employees. The Customer 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 Customer's possession and use. The Marina does not carry insurance on the property of the Customer. The Customer is responsible for purchasing and maintaining appropriate insurance and providing a copy of the insurance agreement summary to the Marina.

5. LIMITATION OF MARINA'S LIABILITY: Customer acknowledges that he has inspected the slip or storage area and is satisfied that the slip or storage area is adequate for safe mooring or storage of their vessel and other activities. This contract is not a bailment of the Customer's boat, but a lease of a slip or storage area. The Marina will make reasonable efforts to notify the Customer of dangerous conditions requiring attention, but the Marina assumes no responsibility for attending mooring lines or moving boats.

6. SUBLETTING PROHIBITED: The Customer may not sublet or assign leased slip or storage area without consent of Marina.

7. DOCK LINES: Customer 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 Customer'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 and storage area 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. Customer 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. Customer shall neither permit nor commit any illegal or unlawful practice or act in or upon the slip, docks or Marina. Customer 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. Customer shall not discharge or otherwise dispose of sewage, fish waste, 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, Customer 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 or storage area 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 within the Marina or 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, power-washing, 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.

13. LEIN: Customer's boat will be subject to a claim of a lien in favor of the Marina if charges due are delinquent 14 days after the due date or boat is left at the Marina beyond the lease term. Customer expressly consents to the Marina taking full control of the boat stored on the premises if Customer defaults in any way under this agreement. Customer will also pay any and all costs incurred by the Marina in collecting past due charges, enforcing its lien or in effecting the removal, sale or disposal of the boat.

14. FAX/EMAIL SIGNATURES: The parties agree that fax and email scanned signatures are legally binding for the purposes of this Agreement.

SIGNED (Customer Name and Date): _____