

SEASON (MAY 15TH-OCT. 1ST)

MB / SP / RICKERS

SLIP _____

(CIRCLE MARINA THAT APPLIES)

This **BOAT SPACE RENTAL AGREEMENT** is for a period from **MAY 15TH to OCTOBER 1ST**, inclusive and may be renewable for additional periods only upon written agreement of all parties as to rates, conditions, space involved and payment of all specified fees and services.

All boats must be removed from the marina no later than October 1st, time being of the essence.

BOAT:	TRAILER:
LENGTH/SERIAL # _____	SERIAL NUMBER # _____
(TRAILER INFO NEEDED ONLY IF STORING AND PAYING FOR TRAILER STORAGE)	

TENANT NAME **HOME:** _____

ADDRESS **CELL:** _____

CITY /STATE/ZIP _____

EMAIL DATE: _____

This LEASE Agreement (LEASE) entered into this for the **SEASON** by and between **MARINA BAY, LLP**, 2540 MARINA ROAD SE, MANDAN ND 58554, hereinafter referred to as the LANDLORD, and the TENANT. The terms and conditions of this LEASE are contained on the front and back sides of this document and also include the rules, regulations and provisions contained in the LEASE PACKET (PACKET), a copy of which has been delivered to TENANT, the receipt of which TENANT acknowledges.

TENANT AGREES THAT LANDLORD shall have a valid and enforceable lien against TENANT's watercraft for ALL UNPAID LANDLORD CHARGES FOR SPACE RENTAL, REPAIRS, HARDWARE, ACCESSORIES OR ANY OTHER SERVICES OR MATERIALS ACCRUING UNDER THE TERMS OF THIS LEASE. NO BOAT SHALL BE REMOVED FROM THE LANDLORD'S PREMISES UNTIL ALL CHARGES OWED BY TENANT TO LANDLORD ARE FULLY PAID.


Any action designed or intended, in whole or in part, to interpret or enforce this LEASE shall be venued in the Morton County North Dakota State District Court for determination by a bench trial, without jury, with all parties consenting the jurisdiction of such Court and with all parties waiving the right to a trial by jury. All notices required by this LEASE shall be deemed served when mailed by certified mail to the party at the address set forth herein or at such other address as noticed to the other party in writing, only.

Return signed copy to:
Moritz Sport & Marine
2540 Marina RD SE
Mandan, ND 58554

Tenant's Ins. Company: _____

Agent: _____

ALL DEPOSITS MADE ON SLIPS ARE NON-REFUNDABLE. SLIP PAYMENTS MADE IN FULL ARE SUBJECT TO OUR REFUND POLICY.

OPTION #1—PAY IN FULL @ DISCOUNTED RATE ON/ BEFORE 1-31		
STANDARD SLIP 10'-25' (FLAT FEE)	\$970	\$ _____
OVERSIZED SLIPS (26-30FT)	\$1575	\$ _____
AA DOCK & G DOCK (MB) L DOCK & K DOCK (SP)		
OVERSIZED SLIPS (31-40FT)	\$1795	\$ _____
K DOCK (SOUTHPORT ONLY)		
JET SKI PORT	\$600	\$ _____
RAMP PASS	\$400	\$ _____
(MB & RICKERS ONLY)		
TRAILER STORAGE (SUMMER)	\$200	\$ _____
(MB & RICKERS ONLY)		
APPROVED TRANSFER FEE	\$100	\$ _____
FULL PAYMENT ENCLOSED →		\$ _____
(MAKE CHECKS PAYABLE TO THE MARINA YOU ARE DOCKED IN)		
		PD _____ / _____ / _____
NEED MORE TIME? 		CK# _____ / <u>CASH</u> / <u>CC</u>
OPTION #2---PAY THE \$200.00 NON-REFUNDABLE DEPOSIT ON/ BEFORE 1-31, REMAINING BALANCE DUE ON/BEFORE 4-1, AT BELOW LISTED PRICE.		
ALL BOATS 10'-25' (FLAT FEE)	\$1100	\$ _____
OVERSIZED SLIPS (25-30FT)	\$1700	\$ _____
AA DOCK & G DOCK (MB) L DOCK & K DOCK (SP)		
OVERSIZED SLIPS (31-40FT)	\$1800	\$ _____
SOUTHPORT ONLY		
NON-REFUNDABLE \$200 PAYMENT ENCLOSED		(-) \$ _____
(MAKE CHECKS PAYABLE TO THE MARINA YOU ARE DOCKED IN)		
PD _____ / _____ / _____	CK# _____ /	<u>CASH</u> / <u>CC</u>
A \$200.00 DEPOSIT WILL HOLD THE SLIP UNTIL FULL PAYMENT IS RECEIVED. NON-PAYMENT IN FULL WILL RESULT IN FORFEITURE OF SLIP & ANY FEES PAID.		
TOTAL REMAINING DUE BY (4-1) →		\$ _____
PD _____ / _____ / _____	CK# _____ /	<u>CASH</u> / <u>CC</u>

TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH 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.

LANDLORD: MARINA BAY TENANT SIGNATURE: _____

PLEASE SIGN HERE, CONTRACTS NOT SIGNED WILL BE RETURNED



RENT on TENANT's space is DUE AND PAYABLE IN FULL IN ADVANCE. No launching or docking of watercraft will be permitted until full payment is received. ALL PAYMENTS ARE NON-REFUNDABLE except as otherwise provided herein.

LANDLORD reserves the right to re-assign dock space in LANDLORD'S discretion. LANDLORD reserves the right to refuse to lease to any person.

SLIP TRANSFER POLICY: No slip shall be transferred or sub-leased without the prior written consent of LANDLORD. Slip transfer fees will apply. Any TENANT who violates this rule will forfeit their slip and marina privileges without refund.

TENANT agrees that only reasonable and customary use will be made of the docks and facilities and that no unnecessary wear and tear, disturbance, noise, nuisance will be permitted on the dock or LANDLORD'S premises. TENANT shall keep the dock and premises free and clear of trash, refuse, gear, tackle and all other materials and obstructions. TENANT shall not discharge or dispose of any material, including, without limitation, treated or untreated effluent or sewage from heads or holding tanks, into the harbor or basin.

The use of harbor or marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc. are prohibited without LANDLORD'S prior written consent. LANDLORD does not guarantee the availability or the continuity of electrical service where provided.

The use of torches or open flame, flammable or toxic chemicals or any other hazardous items or materials is prohibited.

LANDLORD shall not be responsible or liable for interference with or delays in hauling, launching, winter lay-up, commissioning or marina usage which result, in whole or in part, from any matters or circumstances beyond LANDLORD'S control, including, without limitation, river/bay water levels, inclement weather, flood, fire, drought, sandbar formation, natural or man-made disasters, or any act or failure to act of the US Corp of Engineers. Under any such circumstance, there shall be no refunds of slip rental payments or deposits.

TENANT may perform maintenance or repair procedures on TENANT's watercraft if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD reserves the right to require any mechanic, craftsman or any other persons performing any such work on TENANT'S watercraft to first provide LANDLORD with written proof liability insurance coverage.

TENANT authorizes LANDLORD, and its agents or employees, to move and/or operate TENANT'S boat during while conducting marina repairs or for normal marina operations, at TENANT'S sole cost and risk.

No boat shall be removed from the premises unless and until all charges for space rental, service and/or materials have been paid in full. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take possession of Tenant's property and to secure such property at the space occupied or to store it in any other location, at LANDLORD'S discretion. Space made vacant by the removal of TENANT'S property TENANT may then be rented to another tenant at the sole discretion of the LANDLORD

TENANT agrees that in the event suit is brought by or on behalf of the LANDLORD against TENANT to enforce this LEASE or to collect any amounts hereunder, the TENANT shall fully pay the LANDLORD'S attorney fees and costs. In the event TENANT fails to remove TENANT'S watercraft and property from TENANT'S space at the termination of the Lease term, time being of the essence, LANDLORD may, at LANDLORD'S sole discretion, (1) charge TENANT for daily rental on a pro rata basis for each day or portion thereof the space is occupied, (2) avail itself of all remedies provided for in this Lease and (3) avail itself of any other remedy available to LANDLORD under law.

INSURANCE: TENANT agrees that TENANT will keep TENANT'S watercraft fully insured to 100% of its replacement cost with marine insurance, including hull coverage. THE LANDLORD SHALL NOT CARRY INSURANCE COVERING TENANT'S PROPERTY.

LANDLORD SHALL NOT BE RESPONSIBLE for damage or injury to persons or property resulting from or caused by TENANT'S use of dock or harbor facilities. TENANT RELEASES AND FULLY DISCHARGES LANDLORD, and its agents and employees, of and from from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on LANDLORD'S premises, including, without limitation, loss occasioned by fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or Acts of God, or injury or damage sustained while LANDLORD is parking, storing, transporting or launching Tenant's watercraft.

Operation of TENANT's watercraft be restricted to TENANT'S SIGNATORY ON THIS AGREEMENT unless otherwise specified IN WRITING.

IN CASE OF AN EMERGENCY, as determined by LANDLORD, in LANDLORD'S discretion, TENANT authorizes LANDLORD to move the TENANT'S watercraft, if possible and practical, to a safer area to protect the public, TENANT'S watercraft, LANDLORD'S property or the property of others, all at TENANT'S sole cost and expense, with any costs accrued by LANDLORD being billed to TENANT at the yard rate or as posted in the office. However, UNDER NO CIRCUMSTANCES SHALL LANDLORD HAVE DUTY OR OBLIGATION TO PREFORM OR PROVIDE THIS SERVICE. TENANT agrees to fully indemnify and hold LANDLORD completely harmless of and from any and all liability, loss or damage to person or property caused by or resulting from LANDLORD'S movement of TENANT'S watercraft during such emergencies.

DRY STORAGE SURVEY AND INSPECTION: TENANT authorizes the LANDLORD to thoroughly survey TENANT'S watercraft for fire hazards at hauling and/or prior to moving to dry storage, for purposes of protecting of TENANT'S property and for the protection of other Tenant's and their property. Nothing contained herein shall create an obligation or duty by LANDLORD to conduct such surveys or inspections the LANDLORD'S failure to do so shall not subject the LANDLORD to any liability or responsibility to the TENANT.

DRY STORAGE PROTECTIVE COVERING: TENANT assumes total responsibility for providing an adequate covering(s) to protect the TENANT'S watercraft from any and all perils and for the proper inspection and maintenance of such covering(s) at all times. All watercraft and trailers must be clearly identified by labeling name on cover or trailer tongue.

REMOVAL OF PERSONAL PROPERTY: TENANT is solely responsible to secure personal property while the watercraft is docked and to remove all personal property from TENANT'S watercraft prior to dry storage. LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE WATERCRAFT.

WATERCRAFT SINKING: In the event TENANT'S watercraft shall, for any reason, sink or begin to sink while berthed in a slip, at dockside or while otherwise occupying marina waters, LANDLORD may, at LANDLORD'S discretion, if TENANT cannot be contacted immediately and if said sunken watercraft constitutes a safety, environmental or navigation hazard to other boaters, take immediate steps to secure, raise and remove and/or repair said watercraft, all at TENANT'S sole cost, risk and expense.

Any violations by TENANT of the terms of this LEASE of the rules and regulations of the marina, as posted in the office of the LANDLORD, may, at LANDLORD'S sole discretion, result in the cancelation of this LEASE, with or without prior notice to TENANT.

ENTIRE AGREEMENT: THIS AGREEMENT and the associated Lease PACKET contain the entire agreement between the parties and no other prior discussions, understandings, representations or inducements, whether verbal or written, not contained in this Agreement and the associated Lease PACKET, shall be binding or enforceable. LANDLORD and TENANT agree that if any term or provision of this Lease violates North Dakota law and/or is unenforceable, the balance of the Lease terms and provisions will remain in full force and effect. Any amendments to this LEASE shall be enforceable if and only if in a written form signed by the person to be held.