

Dewitt Marine Slip & Storage Terms and Conditions

1. Lessor shall retain the right to designate dock space. Every effort shall be made to assign Lessee the dock space of his/her choice, however, the rights of other lessees and Lessor's business judgment shall also be relevant factors in the assignment of dock space.
2. Lessor may refuse to rent dock space to any person for any reason.
3. All dock space rent shall be paid in advance.
4. Lessor agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without express written and/or verbal consent of the Lessor.
5. If Lessee desires to dock boat other than the craft referenced on page 1 of boat space agreement, he/she must obtain the written permission of Lessor and pay any additional charges.
6. Only those persons specified on page 1 of this agreement shall be permitted to enter or operate the boat in the marina.
7. Lessee agrees not to hold Lessor liable for any loss caused by delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of Lessor.
8. Lessor does not guarantee that the electrical service shall be continuous. Lessee shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Lessor.
9. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
10. Lessee shall use the docks and attached facilities for reasonable and typical boating activities. Lessee shall keep the dock areas clear of all gear, tackle, and other obstructions, Lessee agrees not to dispose of water or trash (including treated or untreated sewage from heads or holdings tanks) in the harbor or docking area. Lessor shall not permit Lessee to: cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility.
11. Lessee may work on his/her boat in the marina as long as such work does not interfere with the rights of other lessees or the operation of the marina. If Lessee wishes to have someone other than himself or an employee of Lessor work on his/her boat in the marina, prior written approval must be obtained from Lessor. Such approval will be granted only if Lessor's service department cannot perform the required repairs to the boat and/or outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage.
12. If Lessee violates any of the terms and conditions contained in this agreement or those posted in the marina office, Lessor shall have the option of terminating this agreement upon ten (10) days written notice to Lessee. Lessee must removal his/her boat from the marina prior to the end of the ten (10) day period.
13. Lessor shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement.
14. Lessee shall not remove his/her boat from the rented dock space until all charges secured by the liens described in paragraph 13 have been paid in full.

15. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amount due under this agreement or any amount due and secured by the liens described in paragraph 13 of this agreement.

16. If Lessee fails to remove in a timely manner his/her boat and equipment from rented dock space at the termination of this agreement, Lessor shall have the option of:

- A) charging Lessee daily rent on a pro rata basis for the dock space occupied, or
- B) taking possession of the boat and equipment and locking it to the dock space occupied; or
- C) moving the boat and equipment to another location; or
- D) pursuing any other remedy available under law.

17. Insurance - Lessee agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.

18. If lessee fails to make his/her dock space rental payments, Lessor may use either of the remedies set forth in paragraph 16 (B, C, or D). If Lessor chooses the remedy in paragraph 16 (C), Lessor may rent the space to another lessee.

19. Lessee shall deliver to Lessor duplicates of all keys required to access and operate his/her boat. Lessor shall enter Lessee's boat only for periodic inspection or in the event of emergency.

20. In an emergency situation, Lessor shall be permitted to move Lessee's unattended boat to a safe location if possible. Provided, however, that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service, rendered posted in the marina office and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.