

# 2018 BOAT DOCKAGE LICENSE AGREEMENT

Agreement dated October 16, 2017 between Dusty's Landing L.L.C. (Dusty's Landing MARINA) and \_\_\_\_\_ (OWNER) 4764 Dusty's Rd, New Franklin, Ohio 44319 WHEREAS, Owner desires to dock the following boat (BOAT) at Dusty's Landing Marina (MARINA)

Boat Name:	Boat No:	Overall Length:
Boat Make:	Boat Model:	Boat Beam:
Boat Year:	Boat Draft:	Power or Sail:

Dusty's Landing (Marina) Dock Number:

The 2018 season rental shall be \$1,000.00 of which 25% or \$200.00 is payable on or before October 15, 2017 After October 15, 2017 season rental shall be \$1,200.00

## NOW THEREFORE, in consideration of the agreements herein, the parties agree that:

1. The season rental rate listed above, of which 25% is payable on or before October 15, 2017 and the balance paid according to payment plan. Rate includes the dock tax. Final payment is due no later than April 15, 2018. Past due accounts will incur a 1.5% late fee after May 1, 2018. Any accounts not paid in full by May 15, 2018 will be subject to dock forfeiture without refund.
2. The Marina Season shall be May 1, 2018 to October 15, 2018. Vessels arriving prior to or staying longer than the contracted season without written agreement will be charged the summer transient rates for every day outside the contracted season.
3. Boat OWNER hereby accepts the condition of the slip as is and OWNER acknowledges that MARINA makes 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, fences, gates, locks or any other aspect of Dusty's Landing. OWNER shall take good care of the slip and, at the expiration or sooner termination of this License Agreement, surrender and deliver the slip to MARINA in as good condition as when received by OWNER. OWNER shall not make any alterations, additions or improvements in or to the slip. OWNER acknowledges that the docks may be slippery when wet or dry and agrees to notify any passengers or guests on the BOAT of existing conditions.
4. OWNER shall provide MARINA with a current copy of their boat registration or vessel documentation and insurance policy. The OWNER shall carry adequate insurance of whatever necessary kind to cover any loss or damage to BOAT, the entire contents thereof, personal belongings, accessories or equipment left on the BOAT and for personal injury and property damage to any person on the BOAT, including himself, caused by other boats, persons, high water, low water, flood, windstorm, cyclone, tornado, weather conditions of any kind or nature, theft, fire or any other cause including negligence, and it is agreed that Dusty's Landing shall not be liable to the OWNER or anyone else for any such loss or damage to the BOAT, to contents thereof, personal belongings, accessories or equipment, and for any personal injury and property damage to any person on the BOAT, as the result of any or all of the aforesaid causes, and the OWNER will indemnify and hold Dusty's Landing harmless from any claim of whatsoever kind or nature arising out of such loss or damage. OWNER may not assume that the MARINA'S premises will be a safe, sheltered anchorage during severe weather conditions.
5. The OWNER represents and warrants that BOAT shall comply in all respects with Federal Water Pollution Acts (33 U.S.C. Section 1321) prohibiting the discharge of oil or oily water and (33 U.S.C. Section 1322) untreated sewage as well as all other applicable Federal, State and Local laws and regulations. BOAT or any vessel may not be fueled from portable containers at the MARINA. It is the Owners responsibility to ensure that proper fueling procedures are practiced and shall follow all posted instructions on signs while refueling. The OWNER is responsible for any hazardous spills, including clean up fees or fines that may occur. Any BOAT having a bypass valve on the waste system must have it disabled. MARINA management reserves the right to inspect boats suspected of discharging in the MARINA.
6. No persons, other than owner or captain employed by the year, shall work on BOAT at the MARINA during the dockage period without written approval of MARINA and such work shall be done during regular working hours of the MARINA and at the full responsibility of the OWNER. All persons employed by OWNER on BOAT shall be acceptable to the MARINA and shall comply with all rules and regulations of Dusty's Landing. Any approved outside workers, must check in at Marina Office when they arrive and must provide MARINA with proof of liability insurance and Worker's Compensation.
7. OWNER agrees the BOAT will only be placed in the assigned slip listed above and will allow no other vessel to occupy that space or mooring. If the OWNER fails to comply with this License Agreement, OWNER and the BOAT will be liable for summer transient rates and for the expenses of removal of the BOAT from such location. Subleasing of slips or transferring boats between slips is not allowed except by the MARINA. The MARINA reserves the right, at its sole discretion, to reassign, move, or transfer the vessel from slip to slip. The MARINA must be notified promptly if BOAT is sold. The MARINA reserves the right to rent the slip whenever vacant and all revenues received from such rental shall inhere to the MARINA.
8. OWNER shall not place a sign on the BOAT advertising it for sale or use any other form of advertising which lists BOAT for sale at the MARINA. The BOAT shall not be used for any commercial purposes such as rental, carrying of passengers for hire or fishing charters.
9. The OWNER shall at all times ensure that BOAT is fully operational and able to move under its own power. OWNER shall maintain BOAT and the dock in a safe, clean, attractive and sanitary condition at all times and shall comply with all reasonable requests of the MARINA as to their condition and appearance. OWNER may not make any modifications to the dock without written approval from the MARINA.
10. At the end of the season or upon termination of this License Agreement for any reason OWNER shall promptly remove BOAT and all personal items from the MARINA. MARINA can elect to retain or dispose of in any manner the OWNER'S personal property not removed from the dock by the OWNER at the expiration or termination of this agreement.
11. OWNER, his agents, employees and guests shall comply with all rules and regulations established by Dusty's Landing for the Marina, and shall not engage in immoral or illegal activities at the MARINA which are in violation of any city, county, state or federal law, ordinance or regulation. OWNER shall comply with the rules and regulations. which are made part of this License Agreement by reference. Dusty's Landing reserves the rights to alter, add to or amend such rules and regulations when deemed necessary.
12. All accounts are considered due upon receipt of statement. All accounts must be current prior to spring launch. The MARINA reserves the right to not renew any agreement for accounts of any type past due. The MARINA reserves the right to cancel this License Agreement for a past due account.
13. If any provisions of this License Agreement or the application thereof be invalid or unenforceable, the remainder of the License Agreement shall not be affected thereby.
14. Upon breach of any of the terms of this License Agreement by OWNER, Dusty's Landing may cancel and terminate this License Agreement upon 48 hours notice to OWNER. Such notice may be given either personally to OWNER or his captain or by mail to OWNER at the address herein set forth. No rental refund shall be made upon any such termination. RECEIVED OWNER ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS ALL OF THE ATTACHED RULES AND REGULATIONS AND WILL ASSURE HIS GUESTS COMPLY WITH SAME.

THIS LICENSE AGREEMENT SIGNED BY OWNER AND ACCOMPANIED BY A DEPOSIT AS OUTLINED ABOVE MUST BE RETURNED BY OCTOBER 15, 2017. OTHERWISE, THE DOCK WILL BE MADE AVAILABLE FOR RENTAL TO OTHERS.

Owner X \_\_\_\_\_ Co-Owner X \_\_\_\_\_ Date \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Slip # \_\_\_\_\_

## RULES AND REGULATIONS

- I. All OWNER'S and guests parking in the Dusty's Landing parking area must present their Marina Pass to security or have a Marina parking sticker or guest parking pass. No parking is permitted in drives, roadways, lawns or fire lanes. Parking of motor homes is not permitted in the Marina. There is no trailer parking or trailer storage on the property. Failure to comply with these requirements will result in vehicle or trailer being towed away at the owner's risk and expense. The use of the marina parking area is made available to the OWNER at their own risk. Misuse of parking passes or Marina passes will result in termination of dock agreement without refund. Dusty's Landing reserves the right to use Marina parking for park patrons when business mandates. Marina Passes and Marina Guest Parking passes do not guarantee parking availability in the MARINA parking area.
2. Maximum speed of any vessel or personal watercraft within the harbor shall be at no wake speed and not to exceed 3 miles per hour.
3. Owner should have sufficient mooring lines of size and quality to properly and safely moor BOAT, thus preventing damage to BOAT and those adjoining.
4. All guest boats must register in the Marina Office for assignment of a temporary dock. Guest boats are not permitted in unoccupied slips.
5. Docks must be kept clean and clear of all obstructions such as anchors, lines, chairs, etc. which are considered a hazard to the safety of all concerned. Boats must be tied back so that the pulpit does not extend over the dock and create a hazard. Chairs are not permitted on the main walkway.
6. Steps are not permitted to be more than the width of the finger dock unless both dockholders are sharing the same steps. Steps may be painted white or left their natural color.
7. The OWNER shall not bring any pet to the MARINA unless it is at all times under leash and prevented from running loose on the grounds, docks or other boats in the MARINA. Pets will not be allowed to run free or be tied to any object or dock in the MARINA to cause unsanitary conditions and embarrassment to other dock holders. It is the OWNER'S responsibility to pick up immediately after their animal. Pets are at no time permitted on any grass area or picnic area in the MARINA.
8. Children under six years of age must be accompanied by an adult when on the docks and should be wearing an approved P.F.D. Proper footwear should be worn when on the docks or in other parts of the MARINA.
9. Between the hours of 11 P.M. and 7 A.M. excessive noise is not permitted. Boat OWNER'S should use discretion when operating engines, generators and any audio or video devices during these hours.
10. The MARINA is not responsible for any damages or losses on or to BOATS in the Marina. The OWNER will be held responsible for damages OWNER or OWNER'S boat causes to other boats in the MARINA and/ or damages to docks or other structures. Any BOAT which may sink in the MARINA or is a threat to the safety of the MARINA will be immediately removed from the MARINA at the OWNER'S expense.
- II. No firearms or fireworks are permitted on grounds at anytime. Violators will be subject to prosecution.
12. OWNER shall not place or abandon used oil, batteries or any other hazardous substances within or around the MARINA grounds. The OWNER shall place all garbage and other refuse in the dumpsters. Trash shall not be left at the head of the ramp, in dock carts, finger piers or in common areas.
13. No open flames (including gas or charcoal grills) are permitted on boats or docks at any time.
14. Scooters, motor bikes, bicycles, skateboards, roller skates, roller blades or similar items shall not be ridden or stored on the piers, docks or Marina parking area.
15. Swimming, wind surfing, tubing, fishing or fish cleaning are not permitted in the MARINA.
16. Boat OWNER'S will be held responsible for the actions of their guests.
17. All electric cords must be approved for marine use and sealing collars should be used for safety. Water hoses and electrical cords should not be allowed to hang in the water.
18. Please notify the MARINA office or Dusty's Landing (After MARINA office hours), of any trespassers, or of any broken dock poles, electrical outlets, water lines or tie down cleats.
19. Boat OWNER'S may not use an empty slip or tie up along side, behind or in front of your larger boat with a smaller boat. Jet boats are considered a vessel and require their own dock.
20. Public intoxication, profanity or abusive language by a boat owner or their guests used towards any Dusty's Landing staff member or dock holder or guest will be reason for immediate termination of OWNER'S License Agreement for dockage.
21. Any accidents where there is property damage or personal injury must be reported to MARINA management and Police immediately.
22. Boats not in their assigned slip will be towed at OWNER'S expense.
23. Dinghies 13 feet and under and jet skis may be kept in the water at the dock. Dinghies and jet skis must be kept between the Boat and the main walkway or behind the boat. They must be tied up so that they do not extend into the neighboring dock or into the channel

For security reasons, gates should not be propped open. Any OWNER or their guests found to be tampering with or damaging any security or safety device in the MARINA, including but not limited to security gates, restroom door locks, fire extinguishers, fire lines and safety ladders will be prosecuted and their License Agreement will be immediately terminated. 2017 REFUND SCHEDULE FOR DOCKAGE Up to January 1st 100% Refund, January 2nd April 15th 25% of total dockage fees forfeited, After April 15th No Refund