

## 2021 BOAT SLIP RENTAL AGREEMENT

CUSTOMER # \_\_\_\_\_ BOAT # \_\_\_\_\_ INVOICE # \_\_\_\_\_

This agreement made and entered into by and between F3 Marina as agent for Racine County, hereinafter referred to as "Marina" and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Owner". Whereas Owner is the owner of the \_\_\_\_\_ boat, named \_\_\_\_\_, No. \_\_\_\_\_ and boat length overall \_\_\_\_\_ and width \_\_\_\_\_. All sizes subject to audit. Marina reserves the right to change the contract price, based on the actual boat measurements.

1. Owner agrees to pay the sum of \_\_\_\_\_ for the 2021 Boat Slip Rental.
2. Marina agrees to rent to Owner a Boat Slip, for fee set forth above, for the 2021 boating season. Owner may occupy the Slip commencing any time after April 1st, 2021 and must vacate the Slip no later than October 31<sup>st</sup>, 2021.
3. Owner agrees to pay Marina full payment for the seasonal rental of the Slip as set forth in the (Slip Rent) terms below.
  - a. \$500.00 non-refundable deposit must be received and confirmed by marina management no later than January 1<sup>st</sup>, 2021 in order to hold Slip.
  - b. Owners taking advantage of the 6% early payment discount must pay the entire balance by December 1<sup>st</sup>, 2020 and marina management must receive full payment by December 1<sup>st</sup>, 2020
  - c. Owners taking advantage of the 3% early payment discount must pay the entire balance by February 1<sup>st</sup>, 2021 and marina management must receive full payment by February 1<sup>st</sup>, 2021
  - d. Slip fee balance due April 1<sup>st</sup>, 2021
  - e. Any Slip balance owed after April 1<sup>st</sup>, 2021 will be charged a 1.5% service fee per month
4. This contract may be renewed annually at Marina's discretion subject to change of terms and conditions. Marina will transmit a renewal contract at least 30 days prior to January 1<sup>st</sup>, 2021. Failure to remit \$500.00 non-refundable deposit and signed executed copy of the contract to Marina no later than January 1<sup>st</sup>, 2021, may at option of Marina, be denied renewal.
5. By signing this contact, Owner acknowledges receipt of a copy of the current Rules and Regulations of the Marina and agrees to abide by said Rules and Regulations. Failure to follow the Marina Rules and Regulations may result in termination of this Agreement, eviction of Owner from the Slip for the 2021 boating season, and forfeiture of the Slip Rent.
6. Owner agrees to indemnify Marina and its agents and to hold it and its agents harmless for any loss, liability or damages resulting from injuries to person or property (whether to Owner or to any other person) arising from Owner's use of the Slip or the Marina facilities. Owner agrees to carry liability insurance of \$500,000.00 to protect Owner's boat, the marina and all other users of the Marina from any loss, liability or damages resulting from Owner's use of the Slip or Marina facilities. Owner agrees to provide Marina with a copy of the Owners Certificate of Insurance. Marina assumes no responsibility for any damages that may result from normal handling of Owner's boat, as determined by industry standards. Only authorized vendors who have provided the Marina with adequate proof of insurance may perform work in the Marina.
7. Owner agrees to not use the Slip or the Marina facilities for any commercial purpose at any time during the term of this Agreement. (Fishing charters excluded with permission from Marina). The Slip may not be rented or re-assigned to any other person without express consent of the Marina. Marina reserves the right to utilize Owner's Slip any time when vacant. Marina reserves the right to move Owner's boat or watercraft at any time, within the Marina or elsewhere, to protect the property of the Marina or the safety of other slip owners or the public. Marina reserves the right to assign or re-assign Owner's slip location at any time.
8. Owner understands and agrees that the boat will not be removed from the Marina's property if Owner is delinquent in any payment or service charge due to Marina, and shall result in Owner's boat being impounded and subject to a Vessel Lien.
9. Refund Policy:
  - a. Full refund less deposit prior to April 1<sup>st</sup>, 2021
  - b. 50% between April 2<sup>nd</sup>, 2021 and May 15<sup>th</sup>, 2021
  - c. No refunds after May 16<sup>th</sup>, 2021

OWNER NAME _____	EMAIL ADDRESS _____
ADDRESS _____	CELL PHONE _____
CITY _____	HOME PHONE _____
STATE _____ ZIP _____	WORK PHONE _____

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MARINA SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

