

**WILGREEN LAKE MARINA
520 Wilgreen Lake Road
Richmond, Kentucky 40475
(859) 623-1881**

BOAT SLIP RENTAL AGREEMENT

1. THE PARTIES TO THIS AGREEMENT ARE:

1.1 OWNER/LESSOR:

Owner's Name: WILGREEN LAKE MARINA

Owner's Address: 520 Wilgreen Lake Road, Richmond, Kentucky 40475

1.2 RENTER/LESSEE:

Lessee's Full Name: _____

Lessee's Home Address: _____

Lessee's Phone Number: (____) _____ - _____

Lessee's Cell Phone Number: (____) _____ - _____

Emergency Contact Name and Number: _____

2. DESCRIPTION OF PREMISES, RENTAL FEE, AND LEASE TERM:

3.1 RATE: Rate for said boat slip rental shall be \$_____ per MONTH YEAR

3.2 TERM: The term for this rental shall commence on ___/___/___ and terminate on ___/___/___

3.3 SLIP SIZE: Half Slip Full Slip

3.4 SLIP NUMBER: _____

3.5 PAYMENT: Payment of the above fees is due on the First (1st) day of each month. Any fees due and not received by due date are subject to a late charge in the amount of \$_____. First month fees may be prorated to first day of month.

4. DESCRIPTION OF VESSEL: Make _____ Model _____

Type Pontoon Bass Boat Jon Boat Runabout Other (please describe) _____

Motor: _____ Registration Number _____ Color _____

Miscellaneous Equipment Installed: _____

5. PERMISSION TO MOOR VESSEL: By the terms of this Lease Agreement, Lessee shall be allowed to dock/moor/store /park the above-described Vessel at Wilgreen Lake Marina within the assigned boat slip, as designated herein this agreement.

6. NON-TRANSFERABLE LEASE AGREEMENT: This Lease Agreement is not transferable, without the Lessor's consent, either to another person or for any vessel other than that specifically described above.

7. ACCESS AND LESSOR'S RIGHT TO USE: Lessee shall recognize that access to the Wilgreen Lake Marina may be limited on occasion by capacity factors beyond the Lessor's control. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated.

8. TERMINATION: Should Lessee terminate this Lease Agreement, Lessee shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the months remaining in this Lease Agreement after assumption by the replacement tenant. If at any time it is considered by the Lessor to be in the best interest of Wilgreen Lake Marina or its tenants, Lessor reserves the right, after two (2)

days notice, to terminate this Lease Agreement. Lessor shall reimburse Lessee for the unused portion of the Lease Agreement by the formula: Amount paid x Months Remaining in Lease /Total Number of Months Paid For.

10. LESSEE'S DUTY TO MAINTAIN INSURANCE: Lessee warrants that the Vessel is insured for liability. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels at Wilgreen Lake Marina or to the Wilgreen Lake Marina structures, equipment or facilities. Lessee further warrants that Vessel and all contents of Vessel are insured by Lessee against loss, and Lessee acknowledges that Lessor is not responsible for loss or damage to Vessel or any contents therein.

11. INDEMNIFICATION: Lessee agrees to defend, indemnify and hold harmless Lessor, its agents, and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.

12. FITNESS OF VESSEL: This Lease Agreement is contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good condition will not be admitted to Wilgreen Lake Marina. Failure to maintain the Vessel in good condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by Wilgreen Lake Marina Management, in its sole discretion. All decisions of condition and maintenance of good condition made by Wilgreen Lake Marina shall be final and binding on the parties.

13. LESSOR NOT LIABLE FOR FIRE, THEFT, ETC.: Lessor and its manager will take all reasonable precautions to protect the safety and property of lessee. However, Lessor assumes no responsibility for the safety of any vessel moored in Wilgreen Lake Marina and will not be liable for fire, theft, damage or vandalism to Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor the Vessel at Lessee's own risk. Lessor DOES NOT insure against fire, theft, damage, vandalism or any other loss or casualty to Lessee's Vessel, it equipment, appurtenances, engines (including outboard engines), dinghies, etc. including trailers and cradles.

14. CREATION OF LIEN: Lessee hereby grants to the Lessor a landlord's lien as further consideration for the Lease Agreement, against the Vessel for all sums due the Lessor from the Lessee for slip rental, provisions, labor, storage, maintenance or fuel, in favor of the Lessor, which lien may be enforced by the Lessor according to the laws of the State of Kentucky, as well as pursuant to the maritime laws and customs of the United States of America.

15. NO WARRANTIES: Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties including but not limited to those of merchantability or fitness for a particular use.

16. SUNKEN VESSEL: In the event that Lessee's Vessel sinks in its slip or within Wilgreen Lake Marina, Lessee will commence salvage activities within 24 hours of notice by Wilgreen Lake Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

17. DUTES OF LESSOR TO REMOVE EXCESS RAIN WATER: Lessor agrees to pump out any excess rain water which may from time to time accumulate in Vessel in order to prevent sinking of Vessel. Lessor shall not be responsible for cleaning Vessel nor shall Lessor be required to remove all water which may accumulate in Vessel. In the event that Lessee's Vessel is observed to be sinking or on fire while moored at Wilgreen Lake Marina, Lessee grants to Lessor without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel. Lessor shall not claim salvage rights on any action that might be so taken.

18. REMOVAL OF VESSEL UPON TERMINATION: Upon termination of this Lease Agreement for any reason, Lessee shall remove the Vessel from Wilgreen Lake Marina within two (2) days notice of termination. Should Lessee fail to remove the Vessel upon termination of the Lease Agreement, Lessee shall be deemed a hold-over tenant, and shall pay rent in accordance with the previous term under this Lease Agreement.

I HEREBY CERTIFY THAT I HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH THEREIN. I FURTHER CERTIFY THAT I AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF WILGREEN LAKE MARINA.

LESSOR:

For: WILGREEN LAKE MARINA

DATE: ___/___/___

LESSEE: _____

DATE: ___/___/___

PRINT NAME: _____