



Boat Slip: _____

Alternate Slip: _____

This agreement entered the _____ day of _____, 2015 by and between JN Company Inc. D.B.A. Patterson

Harbor, Lessor, and _____, Lessee, whereby Lessor agrees to provide a boat slip in _____ and the use thereof to the Lessee, and Lessee agrees to pay the rental specified herein and abide by the rules/ regulations set forth below.

1. Terms of this agreement will be for one boating season, beginning on May 15th, 2015 and ending on October 1st, 2015. Billing for rental fees of \$_____ will be considered an offer by the Lessor to renew on the terms and condition set forth herein. A \$200.00 deposit and the return of your agreement by March 1st, 2015 will be considered as acceptance of the offer to renew your annual boat slip agreement. Failure to pay the deposit by the established due date or the remaining balance of your annual rental fee in full by April 1st, 2015, will result in cancellation of this agreement **without further notice**. Please review the terms of this agreement, sign and return with your deposit payment or payment in full. Lessor reserves the right to apply a late fee of \$100.00 and administrative fees to any annual fee which is not paid in accordance with the established due dates. Furthermore, Lessor reserves the right to release your renewal rights for any slip which is not renewed by the established due date. Once deposit or remaining annual fee are paid in full, they are non-refundable.
2. **THE BOAT LISTED IN THIS AGREEMENT IS THE ONLY BOAT ALLOWED IN YOUR SLIP.** Occupancy of the assigned slip may not be transferred, sold, subleased, or loaned to another person without the written approval of the Lessor. The Lessor reserves the right to use the slip for temporary mooring during any period the renter does not occupy the slip. A minimum daily fee of \$50.00 will be assessed at the Lessor's discretion to any boat utilizing Lessor's slip without prior written approval by Lessor. In the event Lessee's slip is deemed unusable, Lessee agrees to operate within the guidelines established in Section 12 of this agreement (including 12a & 12b).
3. The boat listed in this agreement is to be placed in the slip at the risk of the Lessee. Lessor will not be responsible for damage to or theft of property or possessions. Be cautious about leaving valuables unattended. This agreement to rent a boat slip does not create or establish a bailment. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the boat, the PWC(s), the trailer(s), its contents, equipment, motors, fishing equipment or any other personal property of Lessee located in, on or around the customer's boat or left on Patterson Harbor premises and/or common areas. Please provide Lessee insurance information below.

Insurance Company Name: _____

Policy No.: _____ **Expiration Date:** _____

4. Fueling boats in, or in the vicinity of any boat slip is prohibited. All on water fueling must be done only at the Marina gas dock. Anyone who fuels their boat anywhere else while in Patterson Harbor cove or on the property other than the gas dock is in violation of this contract and it will be terminated immediately. No watercraft may be fueled on Patterson Harbor property (on water or dry land). All watercraft must be fueled off Patterson Harbor property if not being fueled at the Marina. Use of grills, fireworks, or any other fire hazardous device or materials (including any flammable liquids in lockers) is also prohibited, NO EXCEPTIONS.
5. Designated boat slip is to be used for loading, unloading and storage of said listed boat only. No gathering or loitering is permitted on docks or on the boat while located in your designated boat slip.
6. The cove where Patterson Harbor is located is a **NO WAKE ZONE** starting at the inlet near the campground point (3

Patterson Harbor Marina & Resort **Lessee's Initial & Date:** _____

“No Wake” buoys). Failure to follow this rule is grounds for termination of this lease and immediate removal from said slip with no refund of lease money paid. No speed limit is posted as each boat has unique features that influence the boat’s ability to create a wake. The rule is simple, **NO WAKE**. This rule applies to the Lessee and/or any other party navigating the Lessee’s boat or PWC.

7. Lessee shall not modify slip; make slip improvements (i.e. slip padding, locker installation, boat lift installation, boat lift adjustments, etc....) or repairs without prior written approval of Lessor. In addition, Lessor is a registered boat lift dealer/service agent and shall be notified in writing prior to posting or engaging in the sale of any existing boat lift and prior to the purchase or installation of any new/used boat lift. Lessee agrees to abide by and understands Lessor has certain rights and applicable fees as a boat lift dealer and service agent. Dealer rights and services pertaining to boat lifts are limited to lifts attached to Lessor’s slip or present on Lessor’s property. All secured boat lift pedestals must utilize a Patterson Harbor approved combination lock with master access key to ensure Lessor may access pedestal if necessary. Locks are available for a \$25.00 deposit at the Marina. The \$25.00 deposit is refundable upon return of the issued lock in working condition. Lessee agrees any non-issued Patterson Harbor lock may be removed by Lessor and an approved lock and applicable administrative fees in the amount of \$50.00 (\$25.00 deposit & \$25.00 service fee) may be administered. Lessee has the right to leave their boat lift pedestal unlocked, but Lessor will not be responsible for the monitoring or usage of boat lifts secured or unsecured.
8. Lessor reserves the right to reassign boat slips if needed to maintain or improve slip rental operations.
9. Lessor holds Lessee liable for the actions of your family and guests while on Patterson Harbor property. Vandalism, theft or abuse of the law will be prosecuted and may result in immediate termination of this agreement.
10. Lessee has the option to store their boat trailer in the area designated for that purpose, free of charge. However, the Lessor will not be held liable for theft or damages of any kind to the boat trailer stored on Lessor’s property. Lessee understands the backside area where their trailer is being stored is a secured area and access will be granted by appointment only. Lessee may call ahead to request their boat trailer be removed from the secured area for pickup. Lessee agrees to give Lessor 24 hours advance notice when requesting to pick up their trailer. Lessee must make trailer accessible and movable during storage as Lessor may move Lessee’s trailer from time-to-time for the purpose of grounds maintenance or facility reorganization. The storage area is open to the public and no security is provided. Boat and boat trailer **must prominently display a Patterson Harbor identification tag** while stored on Patterson Harbor property (on land or water). Lessee agrees to visit the Marina or contact Lessor to schedule a time to pick up an identification tag free of charge for your boat and trailer at the beginning of the season. This tag will be used to identify your boat and/or trailer while on Lessor’s property. Failure to place the appropriate identification sticker will result in a \$50.00 administrative fee being assessed for placement of sticker by Lessor. Furthermore, request for retrieval of boat and/or trailer without appropriate identification stickers will be charged at \$50.00. Trailers may be towed or removed at the expense of the owner if a Patterson Harbor Marina identification tag is not present. Lessor is not responsible for misidentification of trailers or boats that are not tagged in accordance with this rule.
11. All motorized vehicles shall be operated in compliance with State Law. Outside of State licensed vehicles, the Patterson Harbor facility is a **GOLF CART ONLY** community. All golf carts must be approved by Lessor for use on our property, have an appropriate Patterson Harbor identification sticker, a golf cart agreement on file and must operate in compliance with State Law. Identification stickers are provided free of charge, but anyone caught operating a golf cart without an identification sticker will be assessed a **\$50.00** fee for placement of appropriate identification sticker or for operating a golf cart without an agreement. Anyone who is caught speeding, reckless driving or creating unsafe conditions or a nuisance on the premises (including the campground and boat ramp area) will be asked to park the vehicle until further notice. Failure to comply with this rule pertaining to golf cart usage may be deemed by Lessor as a breach of this Agreement and could result in the termination of this Agreement. Guests who bring a golf cart to Patterson Harbor must have the golf cart pre-approved by Patterson Harbor before usage, must acquire a temporary golf cart pass, and pay any associated fees applied to usage of non-annual resident golf carts.
12. No refunds will be given in the event of docks being damaged by natural disaster or made inaccessible by low water. Lessor will make all reasonable efforts to keep boat slips accessible to Lessee in the event of low water situations by moving docks. In the event boat slips are not accessible either by low water or a natural disaster, Lessee will be entitled to store their trailered boat in a designated area on Lessor’s property and have their boat launched/loaded by Lessor one time per week complimentary (provided ramps are accessible). Load/launch requests will be conducted in accordance with the terms established in 12a and 12b of this agreement.

- a. It is the responsibility of the Lessee to ensure safe and appropriate storage of their boat during usage. Lessee's trailer hitch, jack and winch must be maintained in good working condition. **Hitch and winch shall have safety chain or cable in good condition and capable of holding boat/trailer in the event of failure of hitch or winch.** In the event that any of these should fail or need repair, the Lessor shall be entitled to do the repairs or replacement at the boat owner's expense. Lessor will make reasonable efforts to contact the Lessee prior to making repairs. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition. Upon reporting a damaged hitch or winch, Lessee's boat will not be loaded or launched until damaged hitch and/or winch is repaired. Lessee shall not be responsible for hitches or winches that snap, break or fail during the loading/launching process and subsequent damage to Lessee's boat or trailer.
 - b. In the event of low water levels or loss of slip use during the established boating season and the need for Lessor to launch/load Lessee's boat, Lessee shall provide one hour notice during normal operating hours (8:00 AM – 7:00 PM) for all launch/load requests. During certain busy periods load/launch requests may take longer than one hour. Please allow appropriate advance notice to ensure your boat request is fulfilled upon your arrival or immediately upon your departure. Lessee agrees to be present with their boat at established launch time as Lessee may not have courtesy slips available in the event slips are not accessible.
13. Lessee acknowledges that he/she has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Lessee's property. Lessor, or his agents or employees, reserves the right to go upon the property stored therein whenever Lessor deems it necessary to preserve person or property, for the safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility. Lessor will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition. Lessor recommends Lessee utilize boat bumpers at all times while storing boat to ensure boat is protected from rubbing against Lessor's dock.
 14. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invites, while the same are within the geographical limits the Lessor's floating dock structure or designated storage areas occasioned by fire, explosions, theft, collision, acts of God, or any other cause (here-in referred to as a "hazardous event"). Lessor has made a diligent effort to secure said premises from theft or damage to the stored property but it shall be the responsibility of the Lessee to insure, at his own expense, the property stored on the premises against said losses (See Rule #3). Lessor understands industry appropriate fees may be billed for the rescue and/or securement of Lessor's boat, whether on land or water, following a hazardous event. Lessor is advised to research if their insurance covers the salvage of their property following a hazardous event or Lessor agrees to be personally responsible for fees associated with such a salvage/recovery operation. Lessor has the right to restrict access to and the rescue of Lessee's boat or personal property following a hazardous event. Lessee agrees to remain off Lessor's property following a hazardous event to allow Lessor the opportunity to assess the degree of hazard, damage and dangers associated with a hazardous event of this nature. Lessee will remain off Lessor's property until Lessor has granted Lessee access following the occasion of a hazardous event.
 15. No boat repairs, major or minor, which may result in the discharge of hazardous waste, may be performed in the boat slip or while your boat is in Patterson Harbor's cove. Any repair involving the removal of hazardous waste must be conducted off Patterson Harbor Marina premises to prevent hazardous waste from being introduced to the water or surrounding areas. These rules also apply to boat trailer repairs involving hazardous waste. Lessor reserves the right to charge Lessee fees associated with any cleanup which may result from the introduction of hazardous waste by the Lessee or Lessee's watercraft.
 16. Lessee's failure to make any payment when due (including marina, service or bar tabs) or to comply with the rules/regulations set forth herein shall be a breach of this agreement and Lessor shall be entitled to terminate this agreement and require the immediate removal of personal property from this premises and store the same at Lessee's expense. Lessee shall further be responsible for any attorney and/or collection fees which lessor may incur in the enforcement of the provisions of this agreement.
 17. Lessor shall not be responsible for winterization of customer's boats or any damage which may result from failure to have the boat winterized.
 18. Use of water or electricity may not be contiguous and is based on the understanding that no boater will abuse the use of

these utilities. Live aboard boats may be assessed a reasonable utility fee for additional utility consumption to run air conditioners and other electrical appliances while staying on their boat. Live aboard boats with greater utility needs must notify Lessor in writing of intent to consume additional power. Fees associated with the upgrade of electrical service beyond the standard 120v outlet will be billed to the Lessor at time of upgrade.

19. Lessor is to be notified immediately if Lessee's boat is put up for sale. Lessee agrees that no "For Sale" or "For Rent" signs will be displayed on the boat while said boat is parked in Lessor's storage or at Lessor's docks, nor will Lessee identify Marina's name, address or telephone number in any advertisements Lessee may arrange for in connection with the sale or rental of the boat described. The boat slip upon sale of the boat without Lessor's written permission cannot be sold, subleased or transferred with the boat (See Rule #2). Furthermore, Lessee's may not grant use of the slip listed in this agreement without the written permission of Lessor. Should Lessor approve the use of Lessee's slip by a third party, said third party agrees to pay Lessor the nominal daily mooring rate for Lessee's boat slip. No refund will be provided for boats sold during the boating season and Lessor may use said boat slip in accordance with Rule #2.
20. No changes or amendments to this agreement are valid unless in writing and signed by Lessor and Lessee.
21. Lessee shall indemnify JN Company, Inc. Patterson Harbor and the demised premises against all cost, liability, or expense arising out of any claims by reason of use or misuse of the demised premises (dry storage, parking area, or common facilities) by Lessee and shall indemnify JN Company, Inc. d.b.a. Patterson Harbor against any penalty, damage, or charge incurred or imposed by reason of any violation of law by Lessee.

Dated this _____ day of _____, 2015

 Printed Name of Lessee/Lessees

 Signature of Lessee/Lessees

 Street or P.O. Box City, State & Zip Code

 Yes, please email me a copy. / No, but thank you. (Please Circle One)

Email Address

Would you like to receive an endorsed copy of the agreement via email?

Year, Make, Length of Boat: _____

JN Company Inc. d.b.a. Patterson Harbor By: _____

Date: _____

Justin J. Clark - Vice President

PLEASE RETURN ORIGINAL SIGNED COPY WITH PAYMENT TO AVOID UNNECESSARY PENALTIES.

Have you had a change in your contact information? If so, please inform us of these changes by emailing marina@pattersonharbor.com or contact us at 308-799-4600?