

CUSTOMER COPY

2021 PIER SLIP RENTAL CONDITIONS

THIS LEASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Owner listed above, hereafter referred to as Lessee, requests River City Marina, herein referred to as River City Marina, to rent space for the above described Vessel at the River City Marina facility for the rental season. Lessee agrees to pay as rental for the dock/slip the sum of \$2500.00 plus tax. This shall permit the lessee the exclusive right to occupy the dock/slip for the one rental season. A rental season for the purpose of this agreement shall commence on May 1st, 2021, and end October 1st, 2021. Boats need to be out of the water by Oct 1st to accommodate Storage clients dropping off boats by water for Indoor Storage. If you wish to stay in longer in the season we must know by September 15th. Weekly slip rates after Oct 1st will be billed at \$50.00 per week if you desire to stay in longer. **A \$1312.50 deposit must be paid by January 15th, 2021, and the remaining \$1312.50 balance must be paid by March 15th, 2021. A daily late fee will be applied to bill if not paid in full by March 15th. (A \$100.00 credit will apply to accounts that pay in full prior to January 15th, 2021. This credit will be good for summarization or services in spring.)** Mail checks to River City Marina. Payments not received in full by March 15th, 2021 may be surrendered by Lessee to accommodate wait listed lessees.
2. Deposits and payments are non-refundable. In the event of a cancellation, on Lessees part, Lesser will make reasonable effort to locate a replacement Lessee, if one cannot be found current Lessee will not be entitled to a refund. If another Lessee is located, the original Lessee will receive a prorated refund, minus a \$75.00 processing fee. Refund will be calculated based on start and end dates listed in paragraph 1 above. Cancellation of lease prior to start of lease period does not entitle lessee to a refund except as detailed above.
3. River City Marina reserves the right to terminate the lease at any time for any reason and Lessee agrees to remove the Vessel from the dock/slip within five (5) days from receipt of such notice of termination. River City Marina agrees to refund the part of the rental, which the Lessee has paid for.
4. Lessee hereby appoints River City Marina as its duly authorized agent with complete Power of Attorney to remove the Vessel or cause it to be stored as herein provided, The Lessee agrees to pay all costs and expenses incurred by River City Marina in removing the vessel and causing it to be stored and all expenses, including attorney's fees, in collecting such costs and expenses from the Lessee.
5. All electrical connections to the 110-volt circuits provided shall be three wire grounded cable. No permanent plugs are to be installed.
6. Neither River City Marina nor its agents shall be liable for damages to the Lessee, it's agents, servants or guests, or any other person claiming through Lessee, for injury to person or damages to or a loss of property wherever located from any cause or for damage claimed for removal of the Vessel as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked Vessels, storms, vandalism and other acts of God. Lessee shall furnish proof of insurance for their vessel to River City Marina.
7. Lessee agrees to hold River City Marina harmless from any claims or liabilities arising out of any occurrences as a result of this agreement. River City Marina requests a mandatory copy of proof of boat insurance on file before boat goes in to slip. River City Marina is not responsible for loss of damage to Vessel, contents, or equipment. River City Marina is not liable for any acts of God which prevent fulfillment of this contract, these include but are not limited to: flooding, drought, storms, etc. River City Marina is not liable for losses due to electric power failure.
8. Only the Vessel listed in the rental contract shall be docked at the assigned rental slip and only one (1) Vessel may occupy rental slip. Rental docks are non-transferable to any party other than the one listed as the Vessel owner and Lessee.
9. River City Marina reserves the right to use any vacant dock on a transient basis.

10. If harbor maintenance requires it, River City Marina reserves the right to move the Vessel within the harbor to facilitate dredging, painting, dock repair, etc.
11. No outside contractor or labor for hire may be used on the premises of River City Marina without permission from the owner. Outside contracts must submit a certificate of insurance and workmen's compensation before permission will be considered.
12. If Lessee fails to pay for any work, labor and materials supplied, as Lessees request, River City Marina shall have lien rights on the Vessel, motor, and equipment, and may (but need not) sell the Vessel, motor, and equipment at public sale to highest bidder for cash and shall, after deducting from the proceeds of sale all its charges and expenses of sale, including reasonable attorney's fees, render the surplus, if any, to Lessee.
13. Lessee shall be responsible for any and all damages done to the property, guests, customer's agents, servants, and other Lessees of River City Marina by the Lessee, its agents, pets, servants, guests or any person on the premises because of the Lessee.
14. No advertising signs, including *For Sale* signs shall be placed on Vessel's or property in the Marina without permission of River City Marina.
15. No swimming is permitted within the Marina or its channels.
16. Pets are to be kept on board or on a leash. It is the Lessee's responsibility to pick up immediately after their animal.
17. This lease is non-transferable by the Lessee and Lessee may not sublet the dock/slip without the written consent of River City Marina.
18. Lessee shall maintain an open and clear pathway on the docks at all times; this includes boat covers, anchors, coolers, tubes, etc. No fixtures or improvements may be attached to the docks without prior written permission of River City Marina.
19. No fuel carry-in's unless authorized. We carry ValvTect Marine fuel that has additives to help your motor run efficient. We are trying to get the fuel station back on-line for the 2021 season.
20. Boat slip parking for customers and family will be on the street or in the spots over by the Boat Launch. If you're not sure please ask a representative. You are allowed to pull up by your boat slip to temporarily unload your vehicle.
21. If the vessel leaves this waterway at any point during the season River City Marina needs to be notified so we know your boat is safe.

Lessee agrees to comply with all rules and regulations established by River City Marina.