

DOCKAGE AGREEMENT

Marina at Rowena, LLC., hereinafter called "MARINA", does hereby let to the undersigned boat OWNER, hereinafter called "OWNER", space for only one boat per rental space, subject to such regulations as the MARINA may make respecting the use thereof.

Slip: _____ Term of this Agreement is: _____ Rates charged on a/an _____ Basis

Valid Contract Dates: ____/____/____ to ____/____/____ Rents for \$ _____ per _____

1. Due to the seasonal nature of the service provided, all dockage fees are fully earned on the contract inception date. Under no circumstances will dockage fees be refunded or pro-rated due to the permanent removal of the boat from the slip for any reason including termination of this agreement for breach of the rules of MARINA or any other cause. If OWNER sells or disposes of boat, slip may be transferred to the purchaser, only if approved by the MARINA. Said approval will not be unreasonably withheld considering any working waiting list. The new OWNER-tenant shall pay a \$45.00 transfer fee. If OWNER should trade or purchase a new boat, the MARINA must be notified. It is the OWNERS responsibility to keep the MARINA posted of any changes that may take place regarding the boat or property, (i.e. new boat, length or width changes, new registration/documentation number, etc.). Subletting of any rental space is expressly prohibited.
2. STORAGE OF MORE THAN ONE BOAT - Slip rental rates are based on the storing of one boat only. All second boats must have their own assigned space subject to MARINA's minimum storage charge. Boat must fit entirely within slip space. If boat extends beyond slip space, MARINA may require OWNER to rent a larger slip or pay an additional fee at MARINA'S sole discretion.
3. OWNER must provide copies of vessel title, federal documentation and/or other acceptable evidence of boat ownership to MARINA to maintain on file in compliance with KRS 235.230. OWNER shall also provide MARINA with evidence of valid and current vessel insurance coverage showing each vessel has a minimum of \$500,000 coverage specifically for the purpose of vessel salvage, recovery operations and/or environmental cleanup in the event of a partial or complete sinking or environmental spill or discharge of fuel, oil or other hazardous substance(s). OWNER further agrees that, in the event of a vessel sinking or submersion, to hire a qualified contractor to begin recovery and cleanup operations within 72 hours of notification by MARINA.
4. Additions, alterations or extensions of slip, or changes of any kind, (e.g. bumping of slip, or the laying of floor covering on any walkways), is expressly prohibited unless approved by MARINA on a case-by-case basis. In the event the MARINA approves an addition, said addition, upon installation becomes property of MARINA. MARINA reserves the right to grant or deny permission and may specify materials for use if permission is granted. In the event of exceptions, upon lease termination, addition becomes property of MARINA or OWNER must remove addition and return slip to original condition, whichever MARINA specifies.
5. ELECTRICAL SERVICE is made available for the convenience of OWNERS. OWNERS accept that electrical outages may occur from time to time and agree to hold MARINA harmless for any damage or loss pursuant to such outages regardless of cause or loss. Owners are expressly prohibited from accessing, altering, tapping into, adding or in any way modifying any MARINA electrical boxes, outlets or equipment. Use of extension cords is permitted for temporary use only while using portable equipment and must be removed when equipment is not in use. In no case shall any electric cables, cords, wires, etc., be attached or affixed in any manner to any MARINA structure. OWNERS are prohibited from accessing any MARINA electrical disconnect or distribution panel to reset circuit breakers or for any other purpose. Any outage must be immediately reported to MARINA personnel. NFPA and NEC codes require the use of Ground Fault Monitoring and Protection equipment within the MARINA. OWNERS are responsible to ensure that their boats and equipment be maintained in a manner that do not cause electrical faults, interference or tripping of GFCL or GFP equipment. Boats and equipment found to cause issues shall be immediately disconnected from the MARINA electric supply and issues must be corrected immediately at OWNERS expense prior to reconnecting.
6. The OWNER hereby grants unto MARINA a lien upon the boat or boats moored in MARINA'S boat slip for the payment of any fees due and unpaid or for any other amount due MARINA for open charge accounts, physical damage or other financial obligation of OWNER to MARINA. The lien created by this agreement is in the nature of a mechanics lien and can be foreclosed by sale in the manner prescribed by Kentucky statutes. The lien creates a possessory interest subject to said sale in the event of default, breach or delinquency as described.
7. **If thirty (30) day written notice of cancellation is not given before this contract period expires, the contract will automatically be renewed for an additional year and that year's slip rental fee shall be due in full.**
8. This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
 - (a) By destruction of the described facilities by fire, storm or another calamity.
 - (b) In the event OWNER shall make a bona fide sale of the boat listed in this agreement.
 - (c) By breach or default as provided in paragraph (11) below.
9. It is mutually agreed that MARINA shall not be held liable in any manner for the safe-keeping or condition of the boat, and is not responsible therefore as warehouseman, liveryman, or bailman, but that the condition between the parties is simply that of landlord and tenant, and it is understood and agreed by the OWNER that the MARINA will not be responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment, or property either upon said boat or upon the premises of the MARINA, from any cause whatsoever, or for injury to the OWNER or invitees occasioned by any cause upon the MARINA premises or adjacent thereto.
10. This Agreement is for the use of boat storage space only, and such space is to be used at the sole risk of OWNER. OWNER for himself, his heirs and assigns, hereby agrees to save the MARINA harmless from any and all liability or damages for personal injury, loss of life, or property damages to himself, his family, his employees, invitees, guests and agents arising out of, on or in connection with, the condition or use of the above boat, motor and accessories, or the use of the MARINA premises and facilities and the OWNER, for himself, his heirs and assignees, hereby releases and agrees to indemnify and hold harmless the MARINA from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, wake and waves, accident, or like causes. The MARINA is not considered under this agreement as an insurer of the OWNER's property, and the OWNER should secure such insurance as he desires and as may be required by MARINA under paragraph 3 of this agreement. The MARINA will not be held responsible for contents of the boat. The OWNER is advised to remove all items not permanently attached to the boat while the boat is in storage.
11. Should a breach of this agreement or violation of posted rules and regulations occur, the MARINA may terminate this agreement by written notice to OWNER at the address below. Said termination shall become effective 30 days after such notice. Within such 30 days, OWNERS shall pay all sums due MARINA and remove the boat from the premises.
12. Should the OWNER fail, refuse or neglect to pay all sums due and remove the boat as required by paragraph (11) above, the MARINA may remove the boat from the docking space at OWNER's risk and expense, retake possession of the docking space and thereafter sell such boat and all items therein or thereon at public auction in accordance with the applicable provisions of Kentucky Law. The OWNER agrees that upon removal of the boat from the docking space, the relationship of Landlord and Tenant is ended, and the MARINA shall be and become an involuntary depository with only the duties and responsibilities provided by law thereunto.
13. All persons causing injury or damage to other persons, docks or other boats shall be liable therefore, and violations of harbor rules, disorder, or indecorous conduct by a patron, his crew or guests that might injure a person, cause damage to property, or harm the reputation of the MARINA, is cause for immediate removal of the boat and persons in question from the premises. Children and pets must be controlled to ensure the safety, peace and privacy of other harbor occupants, property, etc.
14. When a boat enters the harbor it immediately comes under the general jurisdiction of the MARINA. The OWNER must immediately correct any condition aboard any boat, which in the opinion of MARINA management constitutes a fire hazard or a health menace or a danger to public safety. Refuse, oil or flammable liquid must be deposited in receptacles for that purpose. Advertising or soliciting is not permitted on any boat within the MARINA. The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants. OWNER hereby grants authority for MARINA employees to board, enter, move, secure, etc., a moored boat in the event of an emergency or if a hazardous condition exists.
15. All boats moored in the MARINA harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations. All boats moored at MARINA, which are equipped with an onboard head (toilet), shall also be equipped with a waste holding tank and be sealed from overboard discharge of waste. In no circumstance may untreated or inadequately treated waste from a head or holding tank be discharged anywhere within harbor area. OWNER hereby grants permission for vessel inspection upon request of MARINA. OWNER hereby acknowledges that MARINA may keep records of waste pumpout usage including; vessel and owner names, dates and pumpout volume in conformity with the Cumberland River Basin Clean Marina Program.
16. Maximum vehicle speed limit on all roads and parking areas 15 MPH. MARINA reserves the right to limit, govern and assign parking space in MARINA parking areas.

17. Gasoline, fuels or any flammable liquid or gas is not permitted to be carried onto docks or transferred on MARINA property, inclusive of parking and launch ramp areas.
18. Fresh water is available on the piers and waste pump-out service is available during the mild weather months only.
19. OWNER agrees to maintain mooring lines. Mooring lines deemed by MARINA personnel to be deficient will be replaced by MARINA and fees billed to OWNER.
20. Waiver of any one condition by the MARINA shall NOT be deemed to be a continuing waiver.
21. HARBOR RULES AND REGULATIONS
OWNER agrees to comply with the following rules and regulations and any and all such additional rules and regulations as may hereafter be published and/or posted by the MARINA.
 - A. All vessels shall be operated at idle speed within the harbor. Idle speed is defined as the minimum speed required to maintain safe vessel maneuverability.
 - B. Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall store or dispose of oil, paint, spirits, or flammable liquids or pump oily bilges in harbor areas.
 - C. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, horns and sound devices and all audio equipment so as not to create a nuisance or disturbance. After the hour of 11:00 P.M., a state of general quiet shall prevail. OWNERS shall not permit the playing, broadcast or display of vulgar or obscene language, images or materials regardless of time of day.
 - D. WE LOVE PETS! - Pets are permitted and must be enclosed or leashed and not disturb employees, other tenants, guests or pets. Pets must not roam freely on MARINA premises. Pets shall not be enclosed on finger walkways. They shall be toileted only on the adjacent land area to the MARINA or in areas specifically designated for this purpose. In ALL CASES, OWNERS must immediately clean up after their pets. OWNERS found in violation may be subject to lease termination as provided under paragraph (11).
 - E. For the safety and convenience of all guests, main walkways must be kept clear at all times. OWNERS shall not use or store dinghies, refrigerators, freezers, grills, tables/chairs, accessories, trash or debris on fingers or main walkways.
 - F. Covered slip lockers are provided for storage convenience and are subject to periodic inspection. Electrical equipment of any kind is not permitted for use within lockers.
 - G. Swimming within harbor area is prohibited. No person shall enter the water within 100 yards of a floating dock for swimming, diving, boat maintenance or any other purpose. Towable devices not permitted to be towed within harbor area whether or not occupied.
 - H. The use of motorized vehicles of any kind is prohibited on MARINA docks and ramps other than by authorized MARINA personnel. Motorized vehicles are any/all fueled, electric or otherwise powered motorized vehicles, including, but not limited to; golf carts, scooters, mopeds, motorbikes, hover boards, etc. An exception may be made for genuine mobility scooters/chairs for the disabled.
 - I. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the MARINA. OWNER agrees that in case of emergency or maintenance work on the space, MARINA may move the boat from the particular space rented to any other mooring place.
 - J. OWNERS checking out of the MARINA shall report to the MARINA Office and settle their account prior to leaving. All personal property must be removed from docks when moorage rental is terminated.
 - K. No open flame (i.e. grills, smokers, torches, fire pits, heaters, etc.) shall be permitted on any walkways, slips or in or near any storage area.
 - L. Detached boat trailers are not to be parked on MARINA property. Any detached boat trailer parked on MARINA property is subject to tow and impoundment at the OWNER's expense.
22. CREDIT IS EXTENDED ONLY AS COURTESY AND THE OWNER AGREES TO PAY MONTHLY STATEMENT, IN FULL, FOR ALL ITEMS AUTHORIZED TO BE CHARGED TO OWNERS ACCOUNT. CUSTOMER ALSO AGREES TO PAY A SERVICE CHARGE OF 2% PER MONTH ON ALL ACCOUNTS (INCLUDING DELINQUENT DOCKAGE FEES) NOT PAID IN FULL BY THE 15TH OF EACH MONTH. (24% ANNUAL PERCENTAGE RATE).
23. Where applicable, electrical service is metered. Electric bills are to be paid as MARINA determines when to bill and are also subject to terms in item 22 above.
24. The MARINA may use boat slip if OWNER has vessel out of the slip temporarily. Reasonable attempts shall be made to notify OWNER.
25. This agreement shall remain in effect, as is, except for rate changes, after the expiration date should the OWNER continue to keep the boat or property at the MARINA and fail to sign a new contract. It is the OWNERS responsibility to be aware of rate changes each year.
26. The OWNER agrees to pay and is liable for costs of collection, court costs, discretionary costs and reasonable attorney's fees in the event any formal or informal collection proceedings become necessary for the recovery of amounts due MARINA by OWNER.
27. By signing below, the OWNER acknowledges that he/she/they have read this agreement and understand its terms, conditions and obligations.

Please Print Name Clearly

Signature

Address: _____

City: _____ State: _____ Zip: _____

Work Phone: _____ Home Phone: _____

Cell Phone: _____ Emergency Phone: _____

Email Address: _____

*Your email address will be used to update you with any information regarding slips, monthly statements, etc.
Initial here if you would like to receive all newsletters sent by Marina Rowena (i.e. promotions, restaurant specials, etc.)*

Boat: _____

Year	Length	Color	Make	Boat Name
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----- **Office Use Below** -----

Type of Space: _____ Dock: _____ Rate Per Year: \$ _____ Payable in Advance.

Executed this _____ day of _____, 20____ By: _____

NOTES: _____
