

CONLEY BOTTOM RESORT DOCKAGE AND STORAGE AGREEMENT

Slip # _____

_____ Houseboat Slip _____ Covered Slip _____ Uncovered Slip _____ Covered Dry Storage Bay _____ Buoy Tie-Up

Conley Bottom Resort, Inc. hereafter called "Marina" does hereby let to the undersigned boat or property owner, hereafter called "Owner" space for only one boat or one vehicle, subject to such regulations as the company may make respecting the use thereof.

1. The term of this agreement is _____, beginning on _____. Said space rents for \$_____ **PAYABLE IN ADVANCE**. All rental fees due from Owner shall be paid in advance and in accordance with the terms of the Lease Agreement and the Rules and Regulations contained herein. Marina shall have a first and superior lien upon the described vessel or property or any substitute vessel or property and any equipment thereon to secure the payment of rentals due Marina hereunder and for all charges incurred by Owner for fuel, electricity, supplies, goods or services for the vessel. If all charges have not been paid within the allotted time, Marina shall have the right to remove the vessel or property from its moorage or storage space at the owner's risk and expense and secure in other wet or dry storage and lease the assigned slip or space to others. Owner shall also be responsible for all costs and attorney fees incurred by Marina.

2. **CERTIFICATE OF INSURANCE, TITLE AND OR BOAT REGISTRATION, THIS DOCKAGE AND STORAGE AGREEMENT AND FULL AMOUNT DUE FOR SLIP MUST BE SUBMITTED ON OR BEFORE APRIL 1 OF THE CONTRACT YEAR**

3. Dockage and storage payments will not be refunded under any circumstances. If Owner sells or disposes of his boat or property, his slip or space may be transferred to the purchaser of his boat, only if approved by the Marina. Said approval will not be unreasonably withheld. A \$15.00 transfer fee shall be paid by the new Owner. Neither this lease nor the dockage space leased herein may be loaned, assigned or sublet without the express written consent of Marina. Marina shall be entitled to use any space covered herein any time it is not occupied by the vessel described herein, provided however, the Marina will reimburse to Owner the reasonable value on any electrical service used, where applicable.

4. **STORAGE FOR MORE THAN ONE BOAT OR VEHICLE** - Our moorage and storage rates are based on the storing of one boat or piece of equipment only. All additional boats or property including, but not limited to runabouts, rowboats, personal water craft, dinghies or life rafts that are not on davits or stored completely upon Owner's boat must have an assigned space, subject to a storage charge for said space. It is the Owner's responsibility to see that any and all additional boats or property have an assigned space and permit. Failure to obtain a permit could result in the removal of boat or property at the Owner's complete risk and expense. The space rented is for the use of the Owner and Owner's property only. It is the Owner's responsibility to see the Marina has the current, valid registration number for all boats or property moored or stored at the Marina. Marina is not responsible in any manner for boat trailers stored on Marina property.

5. Additions to slip or alterations of slip or storage area, or changes of any kind (i.e. bumping of slip, or the laying of carpet or floor coverings on any walkways or modifying of utility, connections or boxes) are expressly prohibited unless approved by the Marina on a case by case basis. In the event the Marina approves an addition, said addition upon installation becomes property of Marina, except in the case of an approved boat lift. Owner does agree to be responsible for any damage to Marina property caused by the installation, operation and/or removal of the lift. Marina requires Owner to pay a \$500.00 damage charge for each boat lift installed not purchased thru Conley Bottom Resort.

6. 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 on the back side of this agreement. Said termination shall become effective 15 days after such notice. Within such 15 days, Owner shall pay all sums due Marina and remove the boat or property from the premises.

7. Should Owner fail, refuse or neglect to pay all sums due and remove the boat or property as required by paragraph (5) above, then the Marina may remove the property from the docking or storage space, at Owner's risk and expense, retake possession of the docking or storage space and thereafter sell such boat or property 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 or property from the docking or storage space, the relationship of landlord and tenant is ended and the Marina shall be and become involuntary depository with only the duties and responsibilities provided by law there under.

8. This agreement shall be in effect, unless terminated sooner in accordance with the following conditions, to wit: (a) by destruction of the described facilities by fire, storm, act of God or other calamity. (b) In the event Owner shall make a bonafide sale of the boat or property listed in this agreement (c) By breach or default as provided in paragraph (5).

9. Owner agrees to keep his property or vessel and all property thereon insured against loss by fire. Windstorm, hail, theft or any other casualty and save and hold harmless Marina from any and all claims for loss, subrogation or indemnification relating thereto. This agreement is for use by the Owner of the assigned dock or storage space only and is to be used at the sole risk of the Owner. Marina shall not be responsible for the care and protection of the vessel or property or its contents. In the event of fire or other catastrophe Marina shall have the right, but not the obligation, to cut the vessel free or move the property away and such act shall be deemed of ordinary prudence for the protection of other vessels and property in the Marina or on Marina property. **THE OWNER IS ADVISED TO REMOVE ALL ITEMS NOT PERMANENTLY ATTACHED TO THE VESSEL OR PROPERTY WHILE IN STORAGE.**

10. Owner agrees to carry liability insurance on the vessel and/or property and its operator and agrees to indemnify and hold harmless Marina from and against any and all claims for injury, loss, or damage to Owner, Owner's employees or guests or to other persons or property of Marina or others using Marina's harbor or facilities caused by reason of the negligence of Owner, his agents, servants, employees or guests while using or operating the vessel or property. Owner expressly waives any and all rights to assign and/or subrogate causes of action and/or claims against Marina, its officers, agents or employees that might arise out of Owner's ownership or use of the vessel or property or use of Marina's harbor or facilities under the terms of this agreement.

11. **Intoxication, profanity or abusive language will not be tolerated on Marina property.** 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 person or persons from the premises. Children and pets must be controlled to insure the peace and privacy of other occupants. **Pets must be on a leash and attended anytime they are on any Marina property. Pets shall be toileted on the adjacent land, away from traffic areas.** Pets are permitted only if they are enclosed or leashed and do not disturb other tenants. Pets must be attended by owners at all times.

12. When a boat enters the harbor, it immediately comes under the general jurisdiction of the management. Any condition aboard any boat or in relation to any property that, in the opinion of management, constitutes a fire hazard or a health menace or a danger to public safety must be corrected immediately by the Owner. Your boat shall be attractively maintained and kept neat, clean, free of litter, trash and kept in an orderly fashion. Refuse oil or inflammable liquid must be deposited in receptacles for that purpose. The wake of all boats operated within the limits must not cause damage or discomfort to berthed boats and their occupants. All boats docked in the harbor shall observe and comply with all health and safety regulations governing the waterways, as well as all other applicable federal, state, and local laws and regulations. Marina reserves the right at all times to inspect the boat or property for leakage, safety and seaworthiness, as well as gear and equipment: but is under no duty or responsibility to do so, and is not liable for any failure to do so.

13. Advertising or soliciting is not permitted on any boat within the Marina or on any Marina property.

14. No swimming, diving or bathing shall be permitted in the water of the lease area, except at such times and places as may be set apart for such purposes.

15. Maximum vehicle speed limit on all roads and parking area is 15 M. P. H. (The speed limit WILL be enforced). It is the Owner's responsibility to see that each of his or her personal vehicles have properly displayed C. B. R. Parking Permits. Also that each boat moored at Conley Bottom Resort have properly displayed C. B. R. Dockage Permits on the boat. Marina reserves the right to limit and govern parking space in marina parking area. All guests of Owner **must** register with marina and obtain a parking permit for all vehicles. It is the responsibility of the Owner to see that his or her guests register and obtain a permit. Any unauthorized vehicles parked on marina property will be subject to a daily parking fee. The fee will be added to the storage fee of the boat or property owner whose vehicle or guest's vehicle is found to be in violation. The fee will be reasonable; however, any unauthorized vehicle is subject to be towed at the vehicle owner's full risk and expense. All boats launching from any Marina ramps must have a valid ramp use permit properly displayed or pay the use fee for each use.

16. **Gasoline, motor boat fuel or flammable liquids are not permitted to be transferred from shore on to docks or boats unless done so by employees or agents of Conley Bottom Resort, Inc.** Fueling may only be done at the Marina's fuel piers.

Owner's Initial _____

17. The lease area of Conley Bottom Resort, Inc. including all storage area, docks, piers walkways, slips or shoreline and adjacent waters and lands, shall NEVER be used by the Owner, Owners heirs or assigns for taking or discharging passengers for hire (i.e. renting of boat) or for public or freight carrying of any kind whatsoever. To do so can be cause for immediate removal of boat or property from Marina.
18. Fresh water is available on the piers, slips and storage areas during the mild weather months only. Water supply hoses of unattended vessels must be disconnected at the dock and stored aboard. Water shall not be wasted. Hoses shall not be run across docks.
19. Owner agrees to maintain his mooring lines and agrees that the Marina may replace, at the Owner's expense, any mooring lines Marina deems unfit for the safe moorage of the boat but is under no obligation to do so. No metal chains or metal cable shall be used as mooring lines. Any metal chain or metal cable found secured to any slips, piers or walkways will be removed and replaced with appropriate rope at Owner's expense. Owner further agrees to pay for any damage to Marina property as a result of the use of metal chain or cable.
20. **HARBOR AND STORAGE RULES AND REGULATIONS** – Owner agrees to comply with the following rules and regulations and such additional rules and regulations as may hereafter be published or posted by Marina.
- A. The Owner of the vessel or property described in the Lease Agreement or any substitute vessel or property is responsible for the conduct of all persons operating, using, visiting or working on the vessel or property.
- B. Owner specifically agrees to abide by all Federal and State laws and regulations applicable to the ownership, operations, and/or use of the vessel or property and the use of Marina's harbor and property, including, but not limited to safety, health and sanitary regulations.
- C. If any repairs, painting, maintenance, cleaning or other work is done by anyone other than the Owner, that person MUST have a current Certificate of Insurance on file at the Marina. Without a valid Certificate of Insurance on file NO WORK CAN BE DONE. It is the Owner's responsibility to see that the person doing the work has a valid certificate on file at the Marina. Power tools such as grinders, sanders, torches, welders and flammable or toxic paint or varnish removers shall not be used in the slips.
- D. Refuse shall not be thrown overboard or left on grounds. Household waste from your vessel shall be deposited in dumpsters provided for that purpose. No person shall pour oil, paint, inflammable substances or like substances or pump oily bilges in harbor or storage space. E. P. A. Law prohibits oil, paint, and like substances from being disposed of with household waste. It is the Owner's responsibility to see that all oil, paint, toxic materials and like substances are properly disposed of. When doing repairs on your vessel do not put old materials such as carpet, old plywood or old furniture into the dumpsters. Check with Marina before disposing of such materials.
- E. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 12 midnight until 8 a.m. (EST), state of general quiet shall prevail.
- F. Owners shall not store dinghies, refrigerators, freezers, coolers, chairs, accessories or debris on fingers or main walkways.
- G. Owners of golf carts shall be responsible for all quests driving golf carts on the Conley Bottom lease area. The golf cart must be accompanied with a licensed driver. Golf carts are absolutely not permitted to be driven in the Conley Bottom lease area during dark hours.
- H. The pleasure riding of any motorized vehicles and bicycles or the shooting of air rifles or the discharging of firearms is not permitted within the campground, on docks, walkways, in harbor or storage area, except in areas that may be designated for such purposes.
- I. Subleasing of slips or storage area, transfer of boats between slips or storage space, or from a slip or storage area to another, or leasing or renting of boats, shall not be allowed except upon prior approval of the Marina. Owner agrees that in case of emergency maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring or storage space. The Marina may use any unoccupied slip or space for any purpose.
- J. Owner checking out the marina shall report to the marina office and settle their account prior to leaving. All personal property must be removed from docks or storage space when moorage or rental is terminated or it immediately becomes property of the marina.
- K. No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips or in or near any storage area.
- L. Absolutely no fireworks, of any kind, shall be used (discharged) in the leased area, or immediately adjacent to any Conley Bottom Resort, Inc. lease area. Use of fireworks by Owner, Owner's guest or assigns could result in the immediate removal of Owner's property from Conley Bottom Resort lease area.
21. It is the Owner's responsibility to keep the Marina posted of any changes that may take place in regards to the boat or property (i.e. new boat, length or width alterations, new license number, etc.).
22. Waiver of any one condition by the Marina shall NOT be deemed to be a continuing waiver.
23. During the late fall through early spring (November through March) Owner should notify Marina if a visit is planned as normal access to docks may not be available.
24. Credit is extended only as a courtesy and the owner agrees to pay on or before the 10th of each month for all items authorized to be charged to his account, and agrees to pay a service charge of 1.5% per month on all past due accounts, including delinquent dockage fees.
25. Where applicable, the electric bill is to be paid as Marina determines when to bill. Marina is not responsible for any loss to food or any other personal property stored upon the boat resulting from interruption or discontinuance of electrical service. Electrical lines shall not be run across docks.
26. If a 30 day written notice of cancellation is not given before this contract period expires, the Owner agrees that the contract will be renewed, as is, except for rate and/or policy changes, where applicable for the New Year. Owner further agrees to pay all sums due Marina for the new contract year. This agreement will remain in effect as is, except for rate and/or policy 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 Owner's responsibility to be aware of rate and/or policy changes, where applicable for the New Year.
27. This entire agreement has been read by and expresses the complete understanding of the parties.
28. This agreement shall be governed by the laws of the Commonwealth of Kentucky and Wayne County, Kentucky shall be the County of jurisdiction and venue of any legal proceedings pertaining to this agreement.
29. If Marina is required to enforce this agreement it may recover reasonable Attorney fees and Court Cost.

Owner's (Signature) _____ (Print) _____

Address _____

City, State, Zip _____

Phone Numbers: (Day) _____ (Night) _____

(Other) _____ (E-Mail) _____

DESCRIPTION OF BOAT: (Make) _____ (Length) _____ (Width) _____

License # _____ Boat Name _____ Color _____

Marine Band Radio on Board Yes No Call Number or Name _____

Please initial the front side of contract, fill in the above information completely and return this contract along with the full payment to Conley Bottom Resort.

INCOMPLETE or INCORRECT CONTRACT INFORMATION can jeopardize the ability of Conley Bottom Resort, Inc. to moor your boat. Thank you.