



Devils Lake Water Improvement District

BOAT SLIP RENTAL AGREEMENT

This BOAT SLIP RENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, _____, by and between Devils Lake Water Improvement District (the “Landlord”) as owner of Slip # _____ located at 4006 NE West Devils Lake Road, Lincoln City, OR 97367 (the “Marina”), and _____ (the “Tenant”) with an address of _____ for the dockage of a ____ (year), ____ (foot) _____ (make and model of boat), registration # _____.

AGREEMENT

In consideration of the covenants, terms and agreements set forth herein, Landlord and Tenant hereby agree as follows:

1. **Agreement.** This Agreement only allows dockage of the above-described boat at the Marina. If Tenant desires to dock any boat other than that referenced above, Tenant must complete a new Agreement, be bound by that Agreement, and pay whatever additional charges arise as a result of that new Agreement.
2. **Term.** This Agreement is for (circle a. or b. as applicable):
 - a. The period of _____, __ at __ am/pm through _____, __ at __ am/pm inclusive, at which time this Agreement is terminated. The parties may extend this Agreement in writing and upon payment of all due fees and costs.
 - b. Month to month, starting on _____, ____ and continuing from month to month thereafter, assuming rent is paid in compliance with Section 3 below, and subject to all other conditions in this Agreement.
3. **Rent.** The rental rate is \$ _____ USD per _____. All rent due under Paragraph 2.a must be paid at the time of execution of this Agreement. If the Agreement is month to month under Paragraph 2.b, the first month rent is due at the time of execution of this Agreement, continuing 7 days in advance of the first day of each month thereafter. Failure to timely pay rent will result in termination of this Agreement.
4. **Use Conditions.**
 - a. Tenant shall dock the Boat in a secure and safe manner. Mooring lines to the Boat may be retied by Landlord’s staff in the Landlord’s discretion. The Landlord may, in its discretion, install new lines, at Tenant’s expense, if such new lines are necessary to securely moor the Boat.
 - b. Storage of any type of flammable and/or combustible materials, including but not limited to explosives, fireworks, fuel, and oil, anywhere at the Marina is prohibited; however, fuel may be stored in the Boat’s fuel tank/s.
 - c. The discharge of firearms and fireworks at the Marina or in the surrounding waters is prohibited.

- d. Tenant shall not use the Boat, the Slip or any portion of the Marina for any commercial purpose or as a place of residence, whether temporary or permanent.
- e. Tenant shall not to store any personal property on the docks or otherwise at the Marina.
- f. Dock boxes, steps, dock wheels, or boarding ladders cannot be installed by Tenant on the docks without prior written permission from the Landlord. No nails, screws or any other type of fixture or fastener may be inserted into docks or any other portion of the Marina without written permission of the Landlord. No additions, deletions, improvements, or repairs may be made to the docks or the Slip without written permission of Landlord.
- g. No fires or cooking are allowed on the Boat while moored at the Marina, or on a dock or any other part of the Marina.
- h. Tenant shall make no repairs on the Boat while moored at the Marina, except where such repairs are necessary to prevent the sinking of the Boat. Prohibited repairs include but are not limited to hull scraping, stripping, sanding, painting, re-coating, removal of the engine, and other maintenance or repair activities that may result in degradation of water quality from potential discharge or release of contaminants into the water. Non-emergency repairs which do not create the potential for discharge into water (such as prop replacement) may be allowed at the discretion of the Landlord.
- i. The Boat and all other personal property of the Tenant shall be kept in a neat and orderly manner.
- j. No "For Sale" or other signs may be placed on the Boat or at the Marina. The Landlord will remove all such signs. No soliciting of any kind is permitted at, in or around the Marina.
- k. The Tenant shall abide by all directions of the Landlord's staff with respect to mooring and maneuvering in the Marina area.
- l. Tenant shall not discharge or otherwise dispose of sewage, trash, fuel, oil, or any other contaminant in, on or around the Marina, including into the water.
- m. No fish cleaning is allowed in or around the Slip, the docks, or otherwise at, on or around the Marina.
- n. No swimming from the docks, Slip, or within the water surrounding the Marina.
- o. The Boat shall not exceed 5 miles per hour in the Marina area, and shall observe the Marina area as a "NO WAKE" zone.
- p. Children under twelve (12) years are not permitted on docks unless accompanied by their parents or other responsible adults and while wearing a PFD.
- q. The Tenant shall promptly notify the Landlord of any unsafe or hazardous condition which comes to Tenant's attention.
- r. The Tenant shall be allowed to park one car at the Marina in an area designated by the Landlord while Tenant is using its Boat. No overnight parking of cars is allowed at the Marina. All cars shall park in designated areas, or they will be towed at Tenant's expense. No recreational trailers, campers or other vehicles (including boat trailers) shall be parked at the Marina without written permission from the Landlord.
- s. Use of the boat launch located at the Marina is prohibited.
- t. Unleashed pets are prohibited at the Marina.

- u. Excessive noise or music at an excessive volume is prohibited. Quiet hours at the Marina are from 10 pm to 8 am.
5. **“As-Is” Condition.** Tenant acknowledges that Landlord leases the Slip in “AS IS” condition without any warranties or representations, express or implied, as to the condition of the Slip. Tenant acknowledges that it has been afforded a reasonable opportunity to inspect the Slip, and it is familiar with the dimensions and physical condition of the Slip and its surrounds.
 6. **Indemnification.** Tenant acknowledges that use of its Boat within or around the Marina can result in damage to the Boat, other boats, and/or Tenant’s or other’s personal property, and/or in personal injury or loss of life for Tenant or others. Additionally, Tenant acknowledges that access to and use of the Slip, docks and/or the Marina can result in damage to the Boat, other boats, and/or Tenant’s or other’s personal property, and/or in personal injury or loss of life for Tenant or others. Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, suits, actions, damages, cause of action, expenses, costs, orders, administrative rulings, and/or judgments, which may arise due to the release of pollutants onto the Marina or into the surrounding waters caused by or in relation to the Boat, or which may arise due to personal injury, loss of life, or damage of property caused by or in relation to the Boat.
 7. **Insurance.** Tenant agrees to maintain insurance coverage as set forth in the Declaration or Certificate of Insurance attached to this Lease for the entire period of this Agreement.
 8. **Sublease.** Tenant agrees not to transfer, sublet, or assign, in whole or in part, its rights under this Agreement. Any purported assignment, sublet or other transfer of this Agreement by Tenant shall be a default of this Agreement and will be considered null and void by Landlord.
 9. **Damages.** Tenant shall be strictly liable for any damages to the Slip, docks, the Marina, and other boats within the Marina, caused by Tenant, Tenant’s guests, or Tenant’s Boat, or in any way relating to Tenant’s or Tenant’s guests’ use of the Slip, the Boat and/or the Marina.
 10. **Right of Entry.** Landlord, its agents, contractors, and employees may at any time and without notification and consent of Tenant, enter in and upon the Slip and/or the docks for any purpose. The Landlord shall not enter the Boat without reasonable advance notice to Tenant, except in the event of an emergency or to exercise its rights under Section 12.
 11. **Termination.**
 - a. Termination by Tenant. Tenant shall give the Landlord thirty (30) days written notice prior to its removal of the Boat, except in case where the Agreement term is established in Paragraph 2.a. Failure to provide 30-day notice will result in the Tenant owing an additional full 30 days rent at the rate set forth in this Agreement.
 - b. Termination by Landlord.
 - (i) For cause. The Landlord may terminate this agreement for cause if the Tenant violates any terms or conditions of this Agreement or its incorporated obligations. If the Tenant violates any of the terms and conditions in this Agreement, the Landlord shall have the option of terminating this Agreement upon ten (10) days written notice to Tenant. Tenant must either correct the violation of this Agreement or remove the Boat and any personal property from the Marina, by the termination date contained in the written notice.
 - (ii) Not for cause. The Landlord retains the right to terminate this Agreement without cause, at any time, upon twenty (20) days written notice to the Tenant. Any prepaid fees,

charges, or expenses shall be prorated and any surplus returned to the Tenant. The Tenant shall remove the Boat and any personal property from the Marina by the termination date contained in the written notice. Nothing in this paragraph shall waive any other right of the Landlord under this Agreement or at law or in equity

12. **Removal.** If the Tenant fails to remove the Boat and any other personal property from the Marina before the termination or expiration of this Agreement set forth in Paragraph 2, or within the notice period provided under Paragraph 11, the Landlord shall be entitled to take any of the following actions:
 - a. Remove the Boat from the Slip and store or re-dock the Boat at any location in any commercially reasonable manner, all at the expense and on the account of the Tenant, and until all the Tenant's fees and charges are brought current;
 - b. Locking the Boat in place until all the Tenant's fees and charges are brought current;
 - c. Charge the Tenant the then current rate per day for so long as the Boat remains on or moored to the Marina until all the Tenant's fees and charges are brought current;
 - d. Exercise any other right the Landlord shall have at law or in equity;
 - f. Any combination of any or all remedies set forth in this Agreement.

Tenant shall not have the right to remove the Boat from the Slip or the location to which the Landlord has relocated the Boat under this Section, until all costs and fees owed by the Tenant have been paid in full. Tenant agrees that the Landlord may look to the credit of the Boat for unpaid rent, dockage and other services provided to the Boat, and the Landlord may use state, federal and maritime lien laws in pursuit of its rights to payment. Any personal property left at the Marina by the Tenant after the termination or expiration of this Agreement becomes the property of the Landlord 30 days after the termination or expiration date.

13. **Application of Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. Venue for any action arising under this Agreement shall lie in the courts in and for Lincoln County, Oregon.
14. **Complete Understanding.** This Agreement, including all attachments hereto, represents the complete understanding of the parties and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties. No inducements, representations, understanding or agreements have been made or relied upon in the making of this Agreement, except those specifically set for in this Agreement. Neither party has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Agreement.
15. **Security, Weather, and Flood Waters.** Landlord shall not be responsible or required to furnish security services for the Slip, the Boat or any other property stored at the Marina. Tenant is expressly responsible for any and all security required by Tenant of its Boat and Tenant's property while it is located at the Marina. Tenant understands and agrees that is not relying upon Landlord in any manner to protect or store the Boat in inclement, foul, or dangerous weather, including flood or freezing waters. Tenant's Boat is stored at the Marina at the Tenant's sole risk.
16. **Assumption of Risk.** Tenant expressly acknowledges by the execution of this Agreement that he and/or she is aware that operating a boat around in and around other boats, persons, structures, and deep waters is an inherently dangerous activity for which he and/or she assumes any and all risk. Tenant represents that he and/or she is fully knowledgeable of the dangers and hazards associated with the operation of a boat and that he and/or she hold a current and

valid license to operate a boat. Tenant further represents and warrants that he and/or she has no known physical or mental impairment that may affect their safety or the safety of others while operating the Boat, and he and/or she will not operate the Boat under the influence of any narcotic, alcohol or other drug that may impair understanding or judgment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

Devils Lake Water Improvement District

By: _____

Date: _____

Tenant(s)

Sign: _____

Print: _____

Date: _____