

MARINA LEASE AGREEMENT

This **MARINA LEASE AGREEMENT** is made this _____ day of _____, 20____, between the CITY OF OMAHA, (hereinafter referred to as "City") and _____ herein referred to as "Boat Owner".

1. LEASE OF SLIP:

City hereby leases to Boat Owner, for the boat identified on the attached Exhibit "A", which is incorporated by this reference as if fully set forth herein, ("the Boat") and Boat Owner hereby takes by hire from City, that certain portion of the N.P. Dodge Park Marina's piers known as dock _____, slip _____ ("the Slip") designed for a vessel of _____ feet in length, and provided with electric and fresh water outlets, together with a right to use, as further specified hereinafter, the grounds and parking areas within the area presently fenced by the City for a Marina facility, (the "Marina") all in the N.P. Dodge Park, in Omaha, Douglas County, Nebraska, subject to the terms and conditions of this Lease Agreement set forth herein and as specified on Exhibit "B" which is incorporated by this reference as if fully set forth herein.

2. TERM:

This Lease Agreement shall be for the 2012 boating season which shall commence on or about April 15, 2012 and end on or about November 1, 2012, subject to weather and river conditions. The Lease Agreement term shall commence on January 1, 2012 and end on December 31, 2012.

3. RENTAL FEE:

Boat Owner shall pay City for the use of, the Slip together with utilities provided herein and the right to use the aforesaid ground and parking area, \$ _____ per year, payable in advance, to the City of Omaha, N.P. Dodge Park Marina, 1523 South 24th St., Omaha, NE 68108. No refund shall be provided in the event of termination by the Boat Owner prior to the end of the Lease term or in the event river conditions prevent use of the Marina by Boat Owner, damage, destroy, or otherwise render the Marina inaccessible.

4. INSPECTION AND SUITABILITY FOR USE:

Boat Owner acknowledges that s/he has inspected the Slip and is satisfied that it is safe and suitable for use. Boat Owner further agrees that they have examined the Marina premises to their satisfaction prior to the execution of this Lease Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

GENERAL TERMS AND CONDITIONS

5. DEFINITIONS:

As used herein, "Boat Owner" shall mean the Boat Owner, their agents, guests, employees, personal representatives. "City" shall mean the City of Omaha and "Marina" shall mean all associated uplands, docks, buildings, facilities, mooring fields or submerged land owned or leased or otherwise under the management of the City at the N.P. Dodge Park Marina.

6. NO BAILMENT - RENTAL OF MOORING SPACE ONLY:

This Lease Agreement is for the rental by the Boat Owner of the Slip at the City of Omaha's N.P. Dodge Park Marina. This Lease Agreement does not create a bailment of the boat nor do the parties intend to create a bailment of the boat. There is neither temporary nor permanent dominion nor control exercised over said boat by City, but said control is to remain in Boat Owner at all times. This Lease Agreement is for the use of space only and such space is to be used at the sole risk of Boat Owner. The City shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time.

7. NO ASSIGNMENTS, SUB-LEASES, OR TEMPORARY USE OF SLIP:

Boat Owner shall have no right to assign, sub-lease, transfer, mortgage or otherwise dispose or otherwise encumber the Lease Agreement or any rights granted herein and shall not allow another boater to temporarily use the Slip specified hereinabove, except that a Boat Owner leasing a slip on September 30, 1998 who continuously thereafter leases such slip shall have a right, until December 31, 2026, to transfer such slip to another person once.

8. RENEWAL RIGHTS:

Boat Owner shall have the first right of refusal to renew the Lease Agreement for the Slip specified hereinabove, provided payment of the rental amount determined by City for the next succeeding year and an executed Lease Agreement is received on or before the third (3rd) Tuesday of February of the year succeeding the Lease term specified hereinabove. Lease Agreements and/or payment received after such date will be returned and the Slip will be reassigned to the next person on the waiting list for a slip of the size specified hereinabove. No second notices will be sent.

9. NO WARRANTIES:

Boat Owner fully understands and agrees that the City does not (1) warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring boats or for accepting and discharging passengers; (2) warrant or guarantee the continuity of electrical or water service; and (3) accept any responsibility or liability for any damage caused by the use of the electrical or water service.

10. INSURANCE:

- a) Boat Owner shall maintain, throughout the term of this Lease Agreement, marine liability insurance, in an amount of at least \$300,000, with salvage included, or proof of umbrella coverage on the boat identified on Exhibit A which boat will occupy the slip specified hereinabove.
- b) Upon execution of the Lease Agreement, Boat Owner shall deliver to the City a Certificate of Insurance (or, at the option of the City, a copy of the Boat Owner's policy) for such marine insurance, including hull coverage and protection and indemnity liability coverage identifying the Boat Owner as the insured, the Boat and all auxiliary craft as the covered boat. The Boat Owner shall have no right to occupy the Slip specified hereinabove until this Certificate or a copy of the Boat Owner's policy has been delivered to the City.

11. RELEASE OF LIABILITY AND INDEMNITY:

- a) Boat Owner, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the City of Omaha and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "City" or "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, whether negligent or intentional.
- b) This Release of Liability and Indemnity Provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type to the Boat Owner's boat, motor, sails,

furniture, equipment, tackle or appurtenances or to any property contained in or on the Boat Owner's boat or on the Marina premises or to personal property of others on the boat or the Marina premises. Boat Owner shall be liable to the City for any personal injury, loss of life or property damage caused by Boat Owner or on behalf of Boat Owner or by Boat Owner's agents, servants or invitees. Boat Owner agrees that Boat Owner shall be responsible for any damages caused to any property of the City as a result of any collision, impact or otherwise by the Boat Owner's boat and the Marina. Whether the Boat Owner has privity and knowledge of facts, manner or negligence causing the damages of the boat, the Boat Owner agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the boat.

- c) Boat Owner further agrees to defend, indemnify and hold the City harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Boat Owner's actions or property. The City shall not be responsible for electrical interruptions or outages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this Lease Agreement.

12. DAMAGE OR DESTRUCTION TO PREMISES:

In the event the Marina premises, or any portion thereof, including, but not limited to the Slip, shall be destroyed, damaged, or rendered inaccessible by fire, wind, water, or acts of God beyond the control of the City so as to prevent the use of the Marina premises for the purposes and during the periods specified herein, the term of this Lease Agreement will continue, rent shall not abate during such period and Boat Owner will not be entitled to a refund under this Agreement. The City shall not be obligated to repair or rebuild the Marina premises but may elect in its sole discretion to do so.

13. FORCE MAJEURE:

The failure of the City to fulfill any of its duties and obligations under this Lease Agreement shall not be considered to be a breach or default of this Agreement in the event that such liability arises from an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of the City which makes the City's performance impossible or so impractical as reasonable to be considered impossible and includes, but is not limited to: war, terrorist attack, riot, civil disorder, earthquake, nuclear accident, fire, explosion, flood, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the City's ability to perform this agreement. Rent shall not abate and no refund of any payment required by this Lease Agreement shall be made in the event of Force Majeure.

14. ENFORCEMENT COSTS AND ATTORNEY'S FEES:

Boat Owner shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the Lease Agreement, including but not limited to collecting any sums due under this Agreement and enforcing the termination provisions and any maritime or other liens.

15. TERMINATION OF AGREEMENT AND BREACH REMEDIES:

- a) Either party may terminate this Lease Agreement with or without cause upon ten (10) days prior written notice.
- b) Upon termination of this Lease Agreement, Boat Owner shall immediately vacate the assigned Slip and the Marina and remove his/her boat and personal property from the Marina. Should the Boat Owner fail to vacate the Slip and Marina premises and remove his/her boat or other property upon termination, Boat Owner agrees that the City may, at its sole option, remove the boat or property and place it in storage. Boat Owner agrees to pay all charges for towing, removal and storage. In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Boat Owner and/or the boats and property from the Marina premises. No refund of rental payments shall be made in the event of termination.

16. REMEDIES CUMULATIVE:

The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state or federal law.

17. SUBORDINATION TO GOVERNMENT AGREEMENTS:

Boat Owner acknowledges and agrees that the Lease Agreement is subject to and subordinate to any existing or future agreements of any kind between the City and any other public agency of the United States Government, State of Nebraska or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the Marina, its facilities, and their adjoining seawalls and dock areas. The City reserves the right to further develop, improve, maintain, modify and repair the Marina facilities, seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Boat Owner and without interference or hindrance by the Boat Owner.

18. GOVERNING LAW:

This Lease Agreement for use of the facilities at the Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Nebraska and, where applicable the laws of the United States of America.

19. INTEGRATION CLAUSE:

This Lease Agreement constitutes the sole, complete and only agreements for use of the facilities at the Marina between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parol.

20. SEVERABILITY CLAUSE:

The unenforceability, invalidity or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

BOAT OWNER:

Dated this _____ day of _____, 20_____

Signature

Print Name

EXHIBIT A

MARINA LEASE AGREEMENT – BOAT OWNER AND BOAT INFORMATION FORM

Changes in the information listed on this page must be provided to City within 24 hours.

BOAT OWNER IDENTIFICATION - Boat Owner's full name and contact information:

Print Name _____

Contact Address _____

City _____ State _____ Zip _____

Home Phone: () _____ Cell Phone: () _____

Business Phone: () _____ Fax: () _____

Email: _____

Drivers License Number: _____ State: _____ Expires: _____

Emergency Contact Name: _____

Emergency Contact Phone: () _____

Emergency Contact Email: _____

BOAT IDENTIFICATION - Description of Boat to be placed in the leased slip:

Boat Name _____ Sail: _____ Power: _____

Manufacturer _____ Model _____

Boat Color: _____ Boat Year: _____

Registration Number: _____

Hull ID Number: _____

Overall Boat Length: _____ Beam: _____ Draft: _____

Trailer Make _____ License # _____

Dock No.: _____ Slip No.: _____ Slip Size: _____ Slip Lease Amount: \$ _____

Notes: _____

INSURANCE - Certificate of Insurance & Registration must be provided (No Exceptions)

Insurance Company: _____

Agent's Name: _____ Phone Number: () _____

Agent's Address: _____ City: _____ St: _____ Zip: _____

Policy Number: _____ Policy Expiration Date: _____

Copy of Policy Attached: Yes _____ No _____

EXHIBIT B

MARINA LEASE AGREEMENT – CONDITIONS OF USE

1. COMPLIANCE WITH LAWS:

- a) Boat Owner agrees that his/her use of the Marina facilities, and any use by his/her guests, will comply with all Federal, State, County and City laws and ordinances, including, but not limited to, those pertaining to waterways, boats, marinas, navigation and boating.
- b) Only recreational/pleasure boats which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.
- c) State and local laws and ordinances will apply to the use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.

2. OPENING / CLOSING DATES & SPECIAL CLOSING CONDITIONS:

- a) Weather and river conditions necessitate a wide variance in opening and closing dates of the Marina.
- b) Historically, the Marina is opened in the spring between April 15th and May 10th and closes in the fall between October 15th and November 1st. City makes no guarantees as to specific opening or closing dates.
- c) City will attempt to open the Marina channel as early as possible; however, early opening in one year should not be understood to guarantee that the Marina will open on that date every year.
- d) Marina opening and closing will be contingent on river elevations. If water elevation rises above twenty-seven (27) feet, or at the discretion of the Marina Manager, the Marina will be closed.
- e) The City reserves the right to temporarily close the Marina at any time, without advance notice to the Boat Owner, and deny the Boat Owner access to the Marina, including its grounds, parking areas, docks, and slips, due to flooding, hazardous conditions or other emergencies. During the period in which the Marina, dock or slip is closed or unavailable, the term of this Lease Agreement will continue, rent shall not abate during such period and Boat Owner will not be entitled to a refund under this Lease Agreement.

3. MARINA ACCESS:

- a) The Boat Owner shall recognize that access to the Marina may be limited on occasion by factors beyond the control of the City. Access to Marina will be granted as soon as circumstances or conditions allow. However, during the period in which access to the Marina is unavailable, the terms of this Agreement will continue, rent shall not abate during such period and the Boat Owner will not be entitled to a refund under this Agreement.
- b) Entry Gate Cards shall be numbered and can only be purchased by the Boat Owner of record. The Boat Owner on record is responsible for each assigned and numbered card. Any misuse or misrepresentation of such cards is cause for termination of the Marina Lease Agreement.
- c) Two Gate Cards are provided with the lease of the Slip, with opportunity to purchase up to two additional gate cards. Each Boat Owner is limited to a maximum of four Gate Cards. Gate Cards fees are non-refundable.
- d) The entry gate shall remain closed and locked when not in immediate use.

4. INSIDE BOAT RAMP RULES:

The Marina's inside boat ramp is a restricted area. Use of the ramp is limited to Marina slip holders who have a current security identification decal on their boats and trailers. Auxiliary craft (jet skis, wave runners, etc.) brought to the Marina must be owned or registered to the slip holder and identified with a current security decal to use inside the ramp.

5. REMOVAL OF BOAT FROM WATER AFTER SEASON END OR DURING EMERGENCIES OR SPECIAL CLOSING CONDITIONS:

- a) Boat Owner shall remove boat from the water within forty-eight (48) hours after Marina has closed for the season, or sooner if special conditions or circumstances exist. No boats will be allowed to be moored in the Marina waters after the Marina has closed for the season or during emergency or special conditions.
- b) 2011 Slip holders are grandfathered with respect to Paragraph 5a) hereinabove until December 31, 2013. Beginning on January 1, 2014, and thereafter, all Boat Owners must comply with Paragraph 5a).

6. BOAT MUST BE TRAILERABLE OR TRANSFERABLE:

All boats shall be trailerable or transferable and have access to such trailer or transfer mechanism within twenty-four (24) hours of notice from the City, except that a slip holder who is grandfathered pursuant to Paragraph 5b) hereinabove shall not be required to comply with this provision through December 31, 2013.

7. MARINA STORAGE POLICY – Summer Trailer (Regular Boating Season):

During the boating season, the Marina will offer, to each Boat Owner, land storage for one boat trailer for the Boat at no cost. Each trailer shall be identified with a current Marina security decal. Boat Owner shall not substitute another trailer, boat or item for that storage space or assign the space to another person.

8. MARINA STORAGE POLICY – Extra Short-Term Summer Storage (Second Security Decal):

Second security decals for extra storage will be issued by purchase at the discretion of the City and for the sole purpose of allowing existing Marina Boat Owners the ability to store a second water craft at the Marina during the regular boating season under the following conditions:

- a) The purpose of short-term storage is to allow Boat Owners the opportunity to use the inside ramp and temporarily store an extra small craft at the Marina, which provides additional recreation enjoyment, but is secondary to the Boat Owner's primary slip and boat.
- b) For inside ramp use only, the Marina will permit extra short term land storage, for a fee, for the following types of crafts and their trailers: jet powered personal water craft, open bow fishing boats, open runabouts, pontoon boats, etc.
- c) Extra vessels stored during the summer shall be owned, (titled, registered or licensed) in the name of the Boat Owner on record. Proof of ownership shall be provided to the City prior to issuance of an extra storage decal.
- d) Storage for second crafts shall be 2 days (48 hours) out of any seven day period. On traditional holiday weekends, short term storage will be extended to three days (72 hours) out of any seven day period.
- e) Storage space, security or other slip holder privileges are not extended to Boat Owner's guests while visiting the Marina.

9. BOAT AND TRAILER DECALS:

- a) Decals for boats and trailers will be provided to Boat Owners only after they have submitted payment and signed a Marina Lease Agreement.
- b) Decals must be properly displayed on both the boat and trailer at all times. Failure to do so is cause for termination of this Lease Agreement.

10. ACCIDENTS AND EMERGENCIES:

- a) Boat Owner grants City permission to board and/or move any boat during emergencies such as fire, flooding, or any circumstance in which such action is required to perform City's management of the Marina.

- b) All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident. If an accident or incident includes serious injuries, law enforcement and emergency personnel shall be notified immediately.
- c) Any sunken boat must be removed within ten (10) working days after notice to the Boat Owner. If the boat is not removed within that time period, it will be removed by the City at the Boat Owner's expense.
- d) If the emergency lends adequate time to the Marina, the Boat Owner may be requested to move the boat within a 24 or 48 hour period. If the Boat Owner does not move the boat within the allotted time, the Marina may move the boat and the Boat Owner will be billed for the service(s) rendered, and Boat Owner shall pay all costs incurred by the Marina on the Boat Owner's behalf.
- e) If the Marina, dock or slip to which the Boat Owner's boat is assigned is destroyed by fire, lightning, windstorm, flooding or other "Acts of God", the City, in its sole discretion, will determine if repair or restoration will be undertaken. However, during the period in which the Marina, dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Boat Owner will not be entitled to a refund under this Agreement.

11. BOAT INSPECTIONS:

All boats are subject to inspection by City or law enforcement officers prior to being allowed to dock at the Marina. Inspections may relate to the boat's seaworthy condition, including, but not limited to, the boat's bilges, pumping equipment and sanitation equipment.

12. SIZE OF BOAT AND SLIP:

The following is the maximum length of a boat that will be permitted in each of the various size slips at the Marina. Length refers to the overall length of the boat and includes swim platforms, bow pulpits, outdrives in the up position, and any other items that add to length.

Slip Sizes	Percentage of Overhang	Max. Boat Size
20' x 10'	10%	22 ft
24' x 10'	10%	26 ft
26' x 12'	10%	29 ft
32' x 14'	10%	35 ft
36' x 16'	20%	43 ft
42' x 16'	20%	50 ft.

Upon a determination that a boat exceeds the maximum, the Boat Owner's Marina Lease Agreement will immediately terminate. The Boat Owner may not dry store such boat on the Marina premises, leave the assigned slip vacant, and boat off the inside ramp. No refund of the Lease payment will be made.

13. WAITING LIST:

- a) Marina slip holders will be given first right of refusal to lease a different slip (larger/smaller, covered/uncovered) at the Marina. However, the Slip vacated by the slip holder to take such a different slip, must be relinquished for re-assignment by City.
- b) Marina slip holders requesting a slip in addition to their regular Slip shall not be given any priority over others on the waiting list.
- c) Separate waiting lists will be maintained for each dock at the Marina.

- d) Persons wanting to add their name to the waiting list must specify which slip size they prefer, depending on the size of their boat, covered and uncovered preferences, and will be limited to one list at a time. Other special requests may be made, but it is understood that fulfilling those requests may result in a longer wait for a slip.
- e) As slips become available, the first person on the waiting list will be notified. If the first person on the waiting list cannot be reached, then the next person on the list will be contacted. It is the responsibility of those on the waiting list to provide current contact information.
- f) A person on the waiting list has one (1) working day to accept the offer of an available slip. If a person does not accept the offered slip s/he moves to the end of the waiting list. Outside slips shall be exempt from this rule.

14. HOLDING TANK AND PUMP-OUT REQUIREMENTS:

Boats must comply with City, State and Federal regulations pertaining to Marine Sanitation Devices and sewage discharge at all times. Federal law prohibits untreated sewage from being discharged in any inland waters. Sewage from a portable toilet or Type III holding tank cannot be discharged overboard.

15. ENVIRONMENTAL PROVISIONS:

- a) Boat Owners and their boats shall comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage shall not be discharged into water.
- b) Only biodegradable and non-toxic cleansers and soaps shall be used on boats while at the Marina.
- c) No refuse garbage or solid waste shall be disposed of or thrown overboard into water. Any discharge of pollutants into City waters is prohibited and shall be reported immediately to the Marina Management.

16. WASTE DISPOSAL AND RECYCLING:

- a) Trash receptacles and dumpsters are to be used for normal household type garbage only. Recyclable materials shall be placed in the appropriate bins, consistent with labeling. Flammable or hazardous material, wood, metal, construction debris or large objects shall not be placed in receptacles or dumpsters.
- b) Boat Owner is responsible for removing from the Marina premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.

17. MUSSEL-FREE CERTIFICATION:

Boat Owners shall not bring their boats into the Marina within thirty days of using such boat in any body of water known to be infested with Quagga/Zebra Mussels.

18. SLIP PATIOS / OTHER IMPROVEMENTS AND ALTERATIONS/OWNERSHIP:

- a) All requests for improvements to Marina docks must be submitted in writing to City. Requests for slip patios shall include the true and accurate overall length of the boat, including swim platforms, pulpits, etc. City will review the request, determine the feasibility and provide a cost estimate to the Boat Owner. All dock improvements, such as slip patios, dock boxes, electrical upgrades and outside utilities shall conform to Marina standards and Marina’s standard design plans. All storage units and dock boxes shall be uniform in size, color, and manufacturer. Marina will provide lists of acceptable storage and dock boxes complying with the above. Marina Management will have the improvements installed and bill the Boat Owner.
- b) Slip patios shall be owned by the City and storage units shall be owned by the Boat Owner.
- c) If slip patios require repair, patio will be required to be moved by the Boat Owner.
- d) Boats may not extend beyond the stated length of the slip as result of the slip patio.

19. GENERAL RULES AND REGULATIONS:

- a) Boat Owners shall ensure that the boat is safely moored with lines adequate for all weather conditions.
- b) Dock flotation poles shall be free and unobstructed at all times.
- c) Swimming and diving shall not be permitted in the Marina.
- d) Public fishing shall not be permitted in the Marina.
- e) Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all boats shall be kept free and clear of debris at all times and present a neat appearance.
- f) All boats shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on boat, docks or pilings.
- g) Boat Owner shall immediately notify the City of the necessity of repairs to piers or of any dangerous conditions requiring attention. Boat Owner shall not alter piers or berthing fingers in any way without written permission of the City. This includes the installation of boat lifts, electrical, plumbing, carpentry or other alterations.
- h) Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
- i) Open fires and charcoal grills are not permitted on docks in the Marina. Propane barbeque grills will be allowed, but must have a working fire extinguisher within five (5) feet of the grill during all times.
- j) No fueling of boats on docks. Fueling will be allowed on ramp.
- k) The rental fee includes the moderate use of electricity and fresh water. City reserves the right to install metered electrical outlets and charge Boat Owners for excessive use of electricity.
- l) Boat Owners shall be considerate of others and keep noise to a minimum. Loud music or other similar distractions to other boaters are prohibited.
- m) Boat Owner must notify the Marina office, in writing, when visitors are permitted to use the Boat Owner's boat. The Boat Owner is responsible for all guests and shall inform them of all rules and regulations in this Agreement.
- n) All signs of any kind placed on or adjacent to moored boats will meet the requirements of City Ordinances.
- o) Continuing infractions of the rules and regulations contained herein, at the option of the City, may result in termination of this Agreement after which the Boat Owner shall immediately remove his/her boat from the premises.
- p) City reserves the right to remove a boat whenever the Marina Management deems it necessary for the safety of the vessel, pier, or berthing space or for the maintenance of the Marina area.
- q) The Marina Management reserves the right to initiate policies independent from this Agreement to ensure the safe and orderly operation of the Marina.
- r) Boat lifts shall be permitted with written permission of the City; however, boat lifts shall support the weight of the boat independent of the dock or fingers.
- s) Trailers, boats and other items stored at the Marina shall be identified in a manner determined by the City, i.e. decals. Unidentified items are subject to removal from the Marina without notice and at the owner's expense.
- t) Owner must notify the Marina office of any sale of Boat within seven (7) calendar days of the sale. The Marina Slip does not transfer on the sale of a boat, except as provided in Paragraph 7 of the Lease Agreement

20. PERSONAL WATERCRAFTS:

- a) All personal watercraft, including, but not limited to jet skies, rowboats, dinghies, and other watercraft are left in the water at the Boat Owner's risk.
- b) Boat Owner will obey all posted speed limits while operating their dinghy or any other boat. Posted speeds are "Slow Speed – Minimum Wake".
- c) Such craft shall not extend outside the length of the slip or impeded other Marina boaters.
- d) Personal watercraft repairs and maintenance will not be allowed on Marina property.
- e) Boat Owners will be responsible for the actions of personal watercraft operators.
- f) The Marina itself shall not be used for access to the river and not as a playground for the personal watercraft.

21. PETS:

- a) Pets must be leashed or confined when off the boat in accordance with City Ordinances.
- b) Pets which are loud, disruptive or deemed threatening to other animals and/or persons are not allowed on Marina grounds.
- c) Pet waste must be removed and properly disposed of in accordance with City Ordinances.
- d) Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities.

22. BOAT MAINTENANCE AND CONTRACTORS:

- a) A Boat Owner may work on his or her own boat providing such work, in the sole judgment of the City does not interfere with the rights, privileges, peace or safety of persons or property. Marina staff must be informed of all boat repairs and any maintenance that could impact the Marina.
- b) No major repairs, refinishing or re-fitting boats shall be allowed in the Marina. Spray painting, welding and burning are strictly prohibited in the Marina area. Minor repairs or light maintenance shall be allowed if that work does not add pollution or put wastes or contaminants into water or the air. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner or other cleaning device.
- c) The City requires any contractor for hire, craftsmen or any other person performing any work on Boat Owner's boat while in or on the premises of the Marina to have all required occupational licensing and to provide evidence of workers' compensation and liability insurance coverage.

23. MARINA PAYMENT POLICY:

Purchases for gasoline, food and other items at the Crow's Nest as well as items (gate cards, security decals, etc.) purchased through the Marina Office cannot be billed out and must be paid for at the time of usage.