

BOAT SLIP RENTAL AGREEMENT

Sterett Creek Marina
18174 Marina Rd, Warsaw MO 65355
(660) 438-2280

SLIP # _____

Date: _____

This agreement is entered into on _____, 2022 between **Sterett Creek Enterprises LLC dba Sterett Creek Marina** of Benton County Missouri, hereinafter referred to as "SCM" and the RENTER of the Boat/Vessel _____ of _____ hereinafter referred to as "RENTER" and subject to the following terms and conditions:

1. For Slip Rental this Season, OWNER agrees to pay the sum of:

\$ _____ slip rental Pest Control Fee \$75.00 Lift RENTAL: yes no \$ _____

Trailer Storage fee \$ _____ (\$140.00/YEAR) **TOTAL DUE \$ _____**

2. RENTER verifies that he owns and insures the following vessel:

a. Boat Make _____ Model _____ Year _____

i. Overall Length: _____ Overall Width: _____ Color: _____

b. Boat Registration Number: MO _____

c. Trailer Make: _____ License Plate #: _____

3. RENTER may occupy the Slip when payment is received in full with signed contract. The "Season" is considered from March through November. Vessels on lifts may be left in the slip through December 31st of the current year.

4. Refund Policy: All Slip Rent and fees are NON-REFUNDABLE for any reason.

5. This contract will be automatically renewed January 1st at SCM's discretion, subject to change of terms and conditions, unless notified by December 1st each year. Invoices for the following season will be sent out January 1st of the following year.

6. By signing this contract, RENTER acknowledges receipt of a copy of the current Rules and Regulations of the Marina and agrees to abide by said Rules and Regulations. Failure to follow the SCM Marina Rules and Regulations may result in termination of this Agreement, eviction of RENTER from the Slip for the current boating season, and forfeiture of all Slip Rent.

7. RENTER agrees to indemnify SCM and its agents and to hold it and its agents harmless for any loss, liability or damages resulting from injuries to person or property (whether to RENTER or to any other person) arising from RENTER's use of the Slip and of the Marina facilities. SCM will not be held liable for any loss or damage caused by fire, vandalism, theft, terrorism, gear failure, collision, storms, and other acts of God. There is no warranty of any kind as to the condition of floats, walks, gangways, ramps or mooring gear, nor shall SCM be responsible therefore, or for any injuries to persons or property occurring thereon or for any other reason, whether herein specifically stated or not. SCM and its manager DO NOT insure against fire, theft, vandalism, damage of any type, or other loss or casualty to RENTER's vessel, equipment, appurtenances, engines (including outboard engines), dinghies, and property of any type, including trailers and lifts. RENTER agrees to carry liability insurance to protect RENTER's vessel, the marina and all other users of the marina from any loss, liability or damages resulting from RENTER's use of the Slip or Marina facilities. RENTER agrees to provide SCM with a copy of the RENTER's Certificate of Insurance. SCM assumes no responsibility for any damages that may result from Normal handling of RENTER's vessel, as determined by industry standards. SCM recommends carrying insurance rider on all customer owned lift in case of damages by acts of God.

8. The Slip **may not be sub-leased or re-assigned** to any other person without express prior consent of SCM. SCM reserves the right to utilize RENTER's Slip any time when vacant. SCM reserves the right to move RENTER's vessel or watercraft at any time, within the Marina or elsewhere, to protect the property of the Marina or the safety of other slip RENTERS or the public. Marina reserves the right to assign or re-assign RENTER's slip location at any time.
9. RENTER understands and agrees that their vessel will not be removed from the Marina's property if RENTER is delinquent in any payment or service charge due to SCM, and shall result in RENTER's vessel being impounded and subject to a Vessel Lien.
10. Truman (Reservoir) Lake is a flood control lake and as such water levels are subject to constant change and minimum water depth is not guaranteed. RENTER understands that the marina could be forced to close during low or high-water events and access to RENTER's property may be restricted. No refunds will be given for times of inaccessibility.
11. Only authorized vendors who have provided SCM with adequate proof of insurance may perform work in the Marina. Vendors must check in at marina prior to commencing work.
12. Vessels shall be secured in their slips in a manner acceptable to SCM, or SCM will properly secure the vessel for the RENTER, without liability, and will charge the RENTER for the labor and materials for this work.
13. RENTER acknowledges that the marina premises are not a safe, sheltered refuge during severe weather conditions and should take steps to insure their own safety.
14. Swimming and diving shall not be permitted from the docks or finger piers nor within 100' of the dock structures at any time due to the risk of bodily injury and electrocution.
15. Hauling gasoline in cans or containers onto Marina docks/walkways to fuel vessels is strictly forbidden by the Army Corps of Engineers. Violation will result in cancellation of contract.
16. No open flames may be used on the docks at any time including gas or charcoal grills, torches, or paint burners.
17. SCM cannot and does not guarantee the continuity of electrical or water service where provided.
18. Entire Agreement. This agreement contains the entire understanding between the RENTER and SCM and no other representation or inducement, verbal or written, had been made which is not contained in this agreement. SCM and RENTER agree that if any paragraph or provision violates the law and is unenforceable, the rest of the agreement will be valid.

RENTER(S)/TENANT(S) CERTIFY THAT THE PRINTED MATTER ON ALL PAGES OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDIDITONS SET FORTH HEREIN ARE FULLY UNDERSTOOD.

RENTERS NAME: _____ EMAIL ADDRESS: _____

ADDRESS: _____ CELL PHONE: _____

CITY, STATE: _____ HOME PHONE: _____

ZIP CODE: _____ WORK PHONE: _____

RENTERS SIGNATURE: _____ DATE: _____

SCM REPRESENTATIVE SIGNATURE: _____ DATE: _____