

This contract is made and entered into by Summersville Lake Marina, Inc., hereinafter referred to as “Marina”, and the undersigned, hereinafter referred to as the “Boat Owner” or “Renter”.

1. This contract is a “continuous seasonal contract”. If you abide by all the rules in this contract, the contract will automatically be renewed for the following year. FOR CUSTOMERS WHO ARE LOTTERY SLIP HOLDERS, they shall have term limits that are a 5-year rental term for a dock or bank slip and a 10-year rental term for a moored slip. At the end of their lottery slip term, the slip renter will vacate their slip and may reapply for a slip again through the lottery system. Please keep us informed of any boat ownership changes or changes in address or phone number. This contract can be cancelled by the Marina at any time during this season or any future season if you fail to abide by its rules. This contract does not guarantee or entitle you to renew it next year. We do not have to renew your contract next year. We will contact you if we decide to terminate this contract.
2. A renter is required to dock their boat at the Marina for no less than 60 days in a season. The boat must be checked in and checked out at the Marina to receive credit for the 60-day requirement. If you do not fulfill the 60-day requirement, you will be allowed to take a one-year hardship. You will only be allowed a single one-year hardship. A hardship year does not add an additional year to your rental term.
3. This contract is a “continuous seasonal contract”. A “season” is the length of time in which lake levels are sufficient to moor a boat. If the “normal season” of 5 months is less, because of flooding, droughts, a terrorist attack, maintenance or repairs on the Summersville Lake Dam or project by the Corps of Engineers, or some other factor, the rental monies will not be refunded unless the Marina feels that the circumstances warrant a refund or credit to your account.
4. The rental rates are Bank slips: \$7.60 per linear boat foot per month or \$38.00 per linear boat foot per season. Moored slips: \$8.80 per linear boat foot per month or \$44.00 per linear boat foot per season. Dock slips: \$9.50 per linear boat foot per month or \$47.50 per linear boat foot per season.
5. The Marina agrees to provide the Boat Owner (Renter) with a slip(s) at Summersville Lake Marina, Inc. located on Summersville Lake, WV upon receipt of this contract executed by the Marina for the boating season and/or any succeeding seasons if we decide to renew it. The Marina reserves the right to use the rented slip anytime the Boat Owner (Renter) does not have their vessel in the rented slip. The Marina also reserves the right to change or reassign the Renter’s slip at any time if the Marina deems it necessary.
6. Failure on your part to read and understand this contract is no excuse for breaking its rules. Violation of any of the rules of this contract is grounds for cancellation and, if warranted depending on the circumstances, possible legal action.
7. This contract must be signed and returned to us before the boat can be moored at the Marina.
8. As a result of flooding, droughts, or the end-of-season fall whitewater releases, the Marina will announce on our website and on Facebook the date when your boat should be removed from the Marina and likewise, an opening date. If you are unable to remove your boat, plan for someone to remove the vessel by the requested date.
9. When you moor your vessel or remove it from the Marina, you must notify the Marina.
10. The renter agrees to place all trash in the dumpsters located by the bathrooms.
11. All portable generators must be mounted and secured to the renter’s boat in a manner that prevents it from falling into the lake or encountering the lake water, Marina poles, metal dock frames and/or plates, or any electrical conducting surface. All electrical cords, wires, and electrical plug-in strips are to be secured properly to prevent them from falling into the lake or encountering the lake water, Marina poles, metal dock frame and/or plates or any other electrical conducting surface. All electrical cords, wires, and electrical plug-in strips are to be inspected frequently and if found damaged in any way, they are to be replaced. By signing this contract, you accept liability for any generators and/or wires, cords, and/or electrical plug-in strips in use or possession.
12. Do not park your vessel at the sewage pump-out station unless you are actually “pumping out” the sewage storage tank of your vessel. When you finish pumping out your sewage tank, navigate your vessel at least 100 feet away from the station.
13. The name/signature of the vessel owner that appears on this contract must match the name of the vessel owner found on the “Boat Owner’s Registration Card” or Coast Guard Documentation. It is acceptable to have multiple names on a registration card if one of the names is the same as the renter of the slip. A copy of the registration card or documentation must be included in this contract. The moored vessel’s registration numbers must match those numbers on file with the Marina. You cannot moor different vessels in your rental slip or use the slip to sell, lease, show, or rent boats or watercraft of any type.
14. Slips can only be transferred to your legally married spouse. They cannot be transferred to any other family member or person. If you go through a divorce, the owner of the vessel must have their name on the vessel’s registration, or you will forfeit the slip.
15. Do not throw trash into the waters at the Marina complex. This includes beverage containers and tabs. We perform underwater maintenance each summer. If we discover that you are throwing trash into the lake, we will cancel

this contract and notify the WV Natural Resources Police (WV NRP).

16. Renters may place a dock box on the dock directly in front of their rental slip. The dock box is for storage only and can be no larger than 6ft long by 2ft wide by 2ft tall. The Marina is not responsible for these dock boxes, or the contents kept within. The Marina has the right to remove the box when repairing docks.
17. Renters cannot park or place furniture, containers, canoes, kayaks, or any other objects other than one storage box on the docks without the express consent of the Marina.
18. If a renter collides with another renter's vessel and makes no attempt to report said accident and/or makes no attempt to pay for the damage incurred, the party at fault may at the discretion of the Marina have their contract cancelled.
19. The Renter agrees to pay the sum of \$40.00 per day plus 6% West Virginia Sales Tax for overnight docking of any vessel owned or docked by them for which a boat slip has not been assigned.
20. The Renter further agrees that from the hours of 11:00pm through 8:00am, the Renter will not permit any conduct on or around their vessel that would create a disturbance for other boat owners at the Marina.
21. The Renter agrees to keep the propulsion system (engine(s)) of the vessel in good operational condition. All vessels must have a proper working propulsion system. Leaving a vessel with no working engine(s) moored in a slip for extended periods of time can create an unsafe situation in times of emergencies.
22. Vessels will not be pumped or bilged by the Marina unless requested to do so by the Renter and agreed to by the Marina. It is required that all boats have a working bilge pump with an automatic switch installed. The Marina is not responsible for any damage incurred to any vessel because of storms, flooding, and sinking. The Marina strongly recommends that the Renter uses a full cover or tarp on all boats to help keep rainwater from entering the interior of the vessel.
23. If the Renter leaves the keys to their vessel at the Marina, the Marina does not assume responsibility for or custody of the vessel, nor does it assume responsibility for the safety of the vessel or its contents. If the Renter requires service or repairs to his /her vessel, it shall be the duty of the Renter to advise the Marina of what service personnel have been hired to work on their vessel. Only Renters and their guests are allowed on the docks beyond the Marina store and dive shop, or along the shoreline.
24. The Renter shall provide proper moorage lines and fenders for the protection of their boat as well as the boat docks. We recommend using 5/16in to 1/2in braided nylon rope for dock lines and 6in to 10in metal cleats for dock attachments. Carpeting and cloth fabric cannot be attached to the boat docks as protection for a vessel.

The Marina sells metal cleats and dock bumpers as convenience.

25. The Renter agrees that no fuel other than the fuel in the vessel's gas tank shall be placed in the boat owner's vessel, or at any location at the Marina, or on Summersville Lake except at the designated fueling dock located at the Marina's boat house. "Fuel" shall include gasoline, oil, or any other liquid used to power or run the boat owner's vessel.
26. If you want to transfer your vessel to a different slip, you must request a change in writing, and we will try to accommodate you.
27. Under no circumstance can the boat owner sell or assign a boat slip to a third party as part of selling a vessel. The Marina owners will determine slip rentals at the Marina. The Marina owners will not honor any such transaction unless we have given prior approval of the transfer of the boat slip.
28. Renters of boat/bank slips cannot rent or sublease their boat or bank slip to another individual or business.
29. Renters who own / operate a business and have a permit with the US Army Corps of Engineers (USACE) to conduct a commercial operation on the lake are not to allow their customers to use the Marina facilities to board or exit a vessel without prior permission. We consider this a commercial activity on Marina property, and it is strictly forbidden.
30. Using your boat to ferry or transport customers on the lake for offsite business is strictly forbidden without prior approval from the Marina. This would be considered a commercial or business activity.
31. Renters of boat slips cannot conduct any type of business or commercial activity on USACE or the Marina's property without the express permission from both above-mentioned entities.
32. Renters and their guests are expected to show proper respect and cooperation towards fellow patrons and patron property, the Marina, USACE, WV NRP, and other law enforcement officials.
33. The Renter(s) by their signature(s) on this document agree(s) to waive the right to sue or take all legal actions against Summersville Lake Marina, Inc. or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, employees, volunteers, or assignees. If the Marina determines that a Renter(s) has/have violated the terms set forth in this contract and decides to cancel this contract, then the Renter(s) by their signature(s) on this document agree(s) to waive the right to sue or take any and all legal actions against Summersville Lake Marina, Inc. or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, officers, employees, volunteers, or assignees. If the renter violates this agreement and takes legal action against Summersville Lake Marina, Inc. or Long Point Scuba, Inc dba "Sarge's Dive Shop", its owners, employees, volunteers, or assignees, the undersigned agrees by their signature(s) on this contract to pay for any

and all of the legal expenses incurred by Summersville Lake Marina, Inc. or Long Point Scuba, Inc. dba "Sarge's Dive Shop", its owners, employees, volunteers, or assignees.

34. Public intoxication, domestic altercations, fighting, disturbing the peace, and illegal drug use or sales are not allowed.
35. The writing of bad checks or the use of bad credit or debit cards as payment to the Marina for rent, fuel, food, and other services is grounds for canceling this contract. Other legal actions can ensue.
36. No credit will be allowed. All purchases of services including gasoline, food, ice, and rent are on a cash, check, or credit card basis at the time of the business transaction. Open charge accounts will not be allowed unless prior approval has been obtained from the Marina.
37. The Renter agrees to adhere to all State and Federal laws dealing with safe boat operation.
38. The Renter agrees to adhere to the "No Wake" boat navigation rule as outlined by the US Coast Guard, USACE, and State and Federal laws. "No Wake" means "idle speed only" with your vessel so no large waves or wakes are produced that can damage the boat docks and/or moored vessels. Failure to adhere to this rule can result in possible law enforcement fines.
39. The Renter can have only one (1) vessel per boat slip unless told otherwise by the Marina.
40. The salvage or raising of any sinking or sunken vessel is the financial responsibility of the registered owner(s) of said vessel.
41. The Marina shall not have any responsibility for vehicles or vessels parked in the public parking area adjoining the Marina as the parking area is not part of this contract.
42. The Renter agrees to vacate or remove his vessel from the Marina complex within three (3) days of written or verbal notice if the docking facility becomes unavailable for use for any reason.
43. No fishing, swimming, or scuba diving is allowed on, around, or from the boat docks in Coves A or B. No fishing is allowed from a Renter's vessel while said vessel is moored or located in Coves A or B.
44. You may consume alcoholic beverages while occupying the privacy of your own vessel. Public drunkenness and disorderly conduct will not be tolerated. You are also responsible for the conduct of your guests.
45. When mooring or parking your vessel, approach the boat docks or mooring slip slowly with your vessel to reduce the possibility of damaging the boat docks. Should you damage the boat docks, mooring slip, or another patron's boat, you agree by your signature(s) below to pay for damages incurred.
46. Only the boat owner will be allowed to take a boat from a slip unless written permission is given to the Marina.
47. The Marina will not be responsible for stolen articles such as fishing poles, skis, ropes, batteries, personal belongings, etc., but will offer a \$50 reward for

information leading to the arrest and conviction of anyone responsible for stealing property from a vessel.

48. All dogs on the dock must be on a leash and are the complete responsibility of the owner of said dog.
49. Renters are to wear shoes or foot protection while walking on or utilizing the Marina complex.
50. No running on the boat docks.
51. Keep all personal belongings stored on your boat or in a dock box.
52. When the boating season ends, all vessels are to be removed from the Marina. The Marina will be considered off limits to all boating and foot traffic. Trespassing is grounds for cancellation of your contract.
53. When you launch your boat, you must pay the USACE launch fee. Marina patrons do not get to launch their vessels free.
54. Do not tie your boat or bumpers to the dock winches, cables, or poles.
55. If a renter improperly ties a boat to the docks and it results in damage to the docks, then the renter will be billed for the cost of materials and labor required to repair the damage.

Waiver Release

Warning: I / we signify by my (our) signature(s) below that I (we) can read, write, and speak the English language and have read and understand everything in this document. Note: "Marina" signifies the "Summersville Lake Marina, Inc." located on Summersville Lake, West Virginia. There are significant elements of risk in any adventure, sports or activity associated with the outdoors, the mooring of vessels at the Marina, the use of Marina facilities or the boat docks, boating, and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate dockage and/or skilled staff so that you can enjoy the Marina and boating in general, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Marina and boating in general. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma, or death. For your safety, and that of your family, friends, guests, and other participants, prior to accessing the Marina complex and/or using your vessel, it is important that you understand certain risks associated with utilizing the Marina facilities and boating in general with its applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for mooring your vessel at the Marina, using the Marina complex, or enjoying your boating activity, but we do think it is important for you to know what to expect and to be informed of the inherent risks.

Acknowledgment of Risks: I/we acknowledge that the following describes some, but not all, of those risks: 1) Changing water flow, currents, wave action, or boat wakes; 2)

Collision with any of the following: the vessel upon which I am the operator or passenger, other participants, other boats or watercraft, the boat docks, and manmade or natural objects such as lake bottom, logs, wood, or rocks; 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Mooring the vessel at the Marina and getting in or out of the vessel, 7) Travel, including travel to or from the activity; 8) The presence of insects, snakes, animals, dog bites or dog attacks, and marine life forms, 9) Equipment failure or operator error; 10) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident. 12) Injury or death from broken boards, electrical shock (electrocution), broken mooring cable(s), or damaged or fallen mooring pole(s), protruding nails, or loose or broken bolts. I am (we are) aware that utilizing the Marina complex and engaging in water and boating activities may entail risks of injury or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Express Assumption of Risk and Responsibility: I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in renting a vessel slip and utilizing the Marina facilities is purely voluntary. No one is forcing me/us to participate. I/we verify that I am (we are) physically fit, can read and understand the English language of which this document is written, can speak and understand the English language fluently so as to understand all verbal directions given by the Marina owners and staff; not under the influence of alcohol or drugs at this time and sufficiently qualified, trained and capable to participate in the rental of a vessel slip and the use of the Marina facilities. I/we do not have any medical conditions that could jeopardize my/our safety during the access and use of the Marina complex. Therefore, I/we assume full responsibility for myself/ourselves, our friends, and/or our guests, including any minor children, for which I am (we are) responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof because of any accident which may occur. I/we elect to participate despite the risks. I/we assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; burns; cuts, wounds, scrapes, electrocution, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spinal injuries, bite or attack by animals, insects or marine life; allergic reactions; shock, paralysis or death.

Covenant of Good Faith: I/we recognize that you, provider of the Marina services, will operate under a covenant of good

faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities, or other problems; and/or refuse or terminate the rental contract of any person you judge to be in violation of the Contract. I/we accept your right to take such actions for the safety of myself/ourselves and/or other participants.

Authorization: I/we hereby authorize any medical treatment deemed necessary in the event of any injury while renting a vessel slip and/or accessing or using the Marina facilities. I/we either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I/we agree to any film or photographs of me/us as participants, becoming your property and may be used for promotional or commercial purposes.

Release of Liability: In consideration of services or property provided by the Marina, I/we, for myself/ourselves and any minor children for which I am (we are) parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, agree that: SUMMERSVILLE LAKE MARINA, INC. AND/OR LONG POINT SCUBA, INC. dba SARGE'S DIVE SHOP, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, lessee, municipal and/or government agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all injuries or death, and/or damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself/ourselves) or entity and I/we hereby release and discharge owner and insurer, if any, for any such damage or injuries.

I/WE HAVE READ THE WARNING, ACKNOWLEDGMENT OF RISKS, EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, AND RELEASE OF LIABILITY. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I/WE MAY BE WAIVING VALUABLE LEGAL RIGHTS.