

**THE LODGE AT CARLIN BAY, INC.
1324 N LIBERTY LAKE ROAD, #3711
LIBERTY LAKE WA 99019**

**BOAT SLIP LEASE AGREEMENT
DOCK LETTER _____
SLIP NUMBER _____**

2022 BOATING SEASON

LESSEE IDENTIFICATION:

Name: _____

Billing Address: _____

Contact Telephone Number: _____

Emergency Contact Telephone Number: _____

Email Address: _____

Alternative Email Address: _____

Driver's License Number and State of Issuance: _____

BOAT IDENTIFICATION:

Name of Owner: _____

Name of Boat (if any): _____

Check One: Sail _____ Power _____

Manufacturer _____ Model _____

Hull Identification number _____

Registration or Documentation Number _____

Home Port or State of Registration _____ LOA¹ _____

Beam _____ Draft _____

Trailer Make _____ License # _____

¹Length Over All (LOA) is the longest dimension of the boat and is to include railing, swim platforms or other appendages off stern of the boat.

1. LEASE OF BOAT SLIP SPACE. The Lodge at Carlin Bay, Inc., a Delaware corporation (the “Marina Owner”) hereby leases to _____ (the “Boat Owner”), Boat Slip No. _____, on Dock _____, (the “Boat Slip”) within the marina facilities owned by the Marina Owner located at 33917 S Highway 97, Harrison, ID 83816 (the “Marina”).
2. LEASED SPACE: This Lease Agreement conveys to the Boat Owner only a terminable seasonal license to use the Boat Slip and nonexclusive access to piers, docks, sidewalks, parking lot and other common areas of the Marina that are reasonably necessary to use the Boat Slip. Notwithstanding anything in this Lease Agreement to the contrary, reference to the Marina elsewhere in this Lease Agreement will not be construed to grant the Boat Owner any rights to other areas of the Marina, other than as expressly set forth above.
3. TERM: The term of this Lease Agreement shall be for a period of time beginning on the ____ day of _____, 2022 and **terminating without further notice on October 1, 2022** (the “2022 Rental Period”).
 - a. This Boat Slip Lease Agreement is NOT automatically renewable and the Boat Owner shall immediately remove all personal property from the Boat Slip and return exclusive possession of the same to the Marina Owner upon the termination date of the 2022 Rental Period.
 - b. This Lease Agreement shall be only renewable upon the execution of a new Lease Agreement, and by the full advance payment of the rental fee and by the written acceptance by the Marina Owner.
4. RENTAL FEE: For the 2022 Rental Period, the Boat Owner shall pay to the Marina Owner the total sum of \$ _____, all payable in advance and prior to the Boat Owner’s taking possession and using the Boat Slip during the remaining term of the 2022 Rental Period.
5. ABANDONED VESSELS AND NON-PAYMENT: Any boat, vessel or personal property abandoned on the Marina property, or any boat, vessel or personal property in non-payment status longer than 30 days past the most current due date, is subject to seizure by the Marina Owner and a lien may be placed on the boat, vessel or personal property for the purpose of securing payment for any and all outstanding debts incurred while the boat, vessel or personal property is in the Marina Owner’s possession.
6. EARLY TERMINATION: In the event the Boat Owner requests an early termination of this Lease Agreement under no circumstance shall a refund of the Rental Fee, in part or whole, be given.
7. BOAT OWNER’S LIABILITY/INDEMNITY OF MARINA: Boat Owner covenants to exercise due care in the use and occupation of the leased Boat Slip and to vacate the same

in good condition, wear and tear occasioned by normal use only excepted.

- a. The Boat Owner hereby releases the Marina Owner from any and all liability from loss, injury, or damages to persons or property sustained while in or on Marina facilities or premises. Furthermore, the Marina Owner shall be released from any and all claims, actions, proceedings, damage, and liability, including attorney fees, arising from or connected with the Boat Owner's possession and use of the Marina's facilities.
 - b. The Marina Owner does not carry insurance on the property of the Boat Owner. The undersigned Boat Owner hereby certifies that the Boat Owner's Boat identified herein is insured.
8. **LIMITATION OF MARINA'S LIABILITY:** Boat Owner acknowledges that the Boat Owner has inspected the leased Boat Slip and that the Boat Owner is satisfied that the Boat Slip is adequate and safe for the safe mooring the Boat Owner's boat. This Lease Agreement is not a bailment of Boat Owner's boat, but a lease of the Boat Slip. The Marina Owner **assumes no responsibility** for attending mooring lines, moving or relocating boats from the slip that to which they are assigned or assuming other similar duties.
9. **MARINA OWNER'S LIEN:** Boat Owner further grants a lien to the Marina Owner on the above described boat, and agrees that the Marina Owner may take possession of said boat to secure the payment on the rents provided for herein and any materials and services furnished to the Boat Owner and the boat. Boat Owner shall not remove the boat from the Marina area until such time as all rentals and bills owing to the Marina Owner are paid in full and attorney's fee, if collection is placed with an attorney for satisfaction of the liability.
- a. The Marina Owner, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to the boat including but not limited to damage arising from the acts of third parties, and acts of God, except such damage as may arise from the gross negligence or willful negligence or deliberate acts of the Marina Owner, its agents and employees.
10. **SUBLETTING PROHIBITED:** This Lease Agreement is personal to the Boat Owner and applies only to the registered boat identified above. Boat Owner warrants and represents to the Marina Owner that the Boat Owner will, and shall remain at all times during the term of this Lease Agreement, the owner of the boat identified above. Boat Owner shall not assign, sublet, transfer or permit the use of the Boat Slip to or by any other party, or permit any boat other than the boat identified above to be moored in the Boat Slip.
- a. In the event that the boat identified above is sold or transferred, the Marina Owner hereby consents to the subletting of the slip to the purchaser of the boat identified

above upon execution of a new lease agreement by the purchaser and payment of an amount equal to the prorated rent for the remainder of the Lease Agreement term. The Boat Owner shall then be refunded the prorated rent, less a subletting fee equal to one-third (1/3) of the prorated amount.

11. **NO IMPLIED SERVICES INCLUDED:** The Boat Owner acknowledges that this Lease Agreement only secures the Boat Slip for the purpose of seasonal boat storage. The Lease Agreement does not imply any additional services to include but not limited to; cleaning, removing or installing boat covers, towing services, diagnosing mechanical issues or responding to any solicited request of Marina staff by the Boat Owner without Marina management notification and written approval.
12. **DOCK LINES:** It is not the Marina Owner's responsibility to replace dock lines. The Marina Owner reserves the right to replace worn and frayed dock lines for a reasonable fee if it is deemed necessary to protect other boats or Marina property.
13. **CLEANING:** All boats must be kept clean. Should a boat be deemed unsightly by the Marina Owner, the Boat Owner will be notified. Should the boat not be cleaned within two weeks, the Marina Owner will have the boat cleaned and pass any expenses to the Boat Owner.
14. **RULES AND REGULATIONS:** Boat Owner agrees to comply with the Rules and Regulations of the Marina that are attached to this Lease Agreement. Boat Owner further agrees to fully comply with all applicable Federal, State and local laws, regulations and ordinances. In the event of noncompliance by Boat Owner or Boat Owner's guest(s), Marina may terminate this Agreement and remove boat from Boat Slip at the expense of Boat Owner.
 - a. The failure of the Boat Owner to fully comply with the attached Rules and Regulations of the Marina shall be deemed a substantial default under the terms of this Lease Agreement and the Marina Owner shall have the option to immediately and unilaterally terminate this Lease Agreement in the event of any violation of the attached Rules and Regulations of the Marina by the Boat Owner and/or any of the Boat Owners' guests and invitees.
15. **SEVERE WEATHER:** In the event of impending severe weather, the Marina Owner, in its sole discretion, reserves the right to move, attempt to secure or evacuate the vessel at Customer's sole risk and expense. **UNDERTAKING TO MOVE, SECURE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF THE VESSEL BY MARINA, NOR SHALL MARINA BE DEEMED A BAILEE OF THE VESSEL.**

16. MISCELLANEOUS

- a. Any notice, or any other item herein, required to be served herein, shall be mailed and addressed and mailed by certified mail, return receipt requested to the address set forth by the names of the respective parties hereto. Service shall be complete upon mailing.
 - i. A party may, by notice given as herein provided and served on the other party, change the address for notices to be sent to such party.
- b. In the event that any legal action is necessary to enforce the terms and conditions of this Lease Agreement, the parties agree that the state courts of Idaho shall have exclusive jurisdiction over the same and further agree that the State District Court for the First Judicial District of the State of Idaho, in and for the County of Kootenai, State of Idaho is the proper venue for the same and shall have the sole and exclusive jurisdiction over any adjudication of any dispute between the parties hereto regarding this Agreement.
- c. This Lease Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators and assigns of the parties hereto.
- d. This Lease agreement is the entire agreement between the parties concerning this matter and shall supersede any and all other agreements written or oral. The parties acknowledge that the terms of this Lease Agreement may vary from any negotiations between the parties prior to the execution of this Lease Agreement. The parties hereto agree that the terms, covenants and conditions of this Lease Agreement shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this agreement and that this Lease Agreement shall be and is the final expression of the agreement of the parties and shall control.
- e. No modifications to this Lease Agreement shall be valid unless in writing, executed by both parties to this Lease Agreement.
- f. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, unconscionable or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision hereof. This agreement shall be construed as if such invalid, illegal, unconscionable or unenforceable provision had never been contained herein and all others terms and provisions of this agreement shall nonetheless remain effective and be in effect to the fullest extent permitted by law.
- g. By executing this Lease Agreement, as shown by their respective signatures, the Boat Owner hereby acknowledges receipt of a copy of this entire agreement, states

that the provisions contained herein have been read by the Boat Owner their entirety, acknowledge that the Boat Owner understands the same, and that this Lease Agreement and each of its provisions have been fully and entirely accepted.

- h. Time and punctuality of payment are of the essence and a material part of this Lease Agreement.
- i. A waiver by the Marina Owner of one or several defaults in the performance of this Lease Agreement shall not be construed as being a waiver of such provision itself, or any subsequent default in the performance thereof.
 - i. No delay or omission in the exercise of any right or remedy of the Marina Owner shall not impair the exercise of such a right or remedy at any other time of said party's choosing. No delay or omission in the exercise of any right or remedy as provided for herein shall be construed as a waiver.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Marina Owner:

The Lodge at Carlin Bay, Inc., a Delaware corporation

By: _____
Chason Walsh, Authorized Agent
Dated:

Boat Owner:

Dated:

Boat Owner:

Dated:

