

Burkeshore Marina
Summer Season Rental Agreement
2011

Burkeshore Marina Enterprises, LLC; located at 3610 N Burkeshore Drive, Big Lake, AK 99652, whose mailing address is P.O. Box 520150, Big Lake, AK 99652 known hereafter as "Marina."

Customers Name: _____

If you are a returning customer please write "on file" for your boat information.

As the "Tenant" have entered into this rental agreement to Tenants boat, which is a _____

Hull Number: _____

Trailer serial Number: _____

Described as the Tenants boat.

- 1. Facilities Rented.** Marina has rented to Tenant a boat slip, or covered boat storage, and/or trailer storage for the 2011 Summer Season. The 2011 Summer Season shall be from May 15, 2011 until October 15, 2011. The season rental payment is payable in full upon execution of this agreement.

This rental agreement covers:

The Marina is to rent Tenant a boat slip for the 2011 Summer Season, the slip rented is **SLIP #**_____ The fee shall be: \$595.00

\$595.00 Wet Slip/Pontoon Boat Slip. Covers the use of a slip for the summer season as noted above, and storage of a trailer upon which the above-mentioned boat is kept.

Wet Slip and Pontoon Boat Slip customers are entitled to be Launched by the Marina at the beginning of the season, and Hauled Out at the end of the season, and Hauled Out/Re-launched for any service work done at Burkesshore at no charge as part of the slip rental. Launch or Haul Out services by the Marina are otherwise available at a cost of \$35.00 per Launch or Haul Out.

Trailer Storage Only_____ **\$150.00**(Included with Full Service Slip)

Launching privileges.

Tenant who has rented a ship shall be entitled to free use of the Marina's launching ramp for them to launch and retrieve their boat, which is kept in the slip during normal marina hours. Any other boat or Watercraft owned or used by Tenant shall be launched by the payment of a launch fee. It is further agreed between Tenant and Marina, that Marina shall have the right, at its sole discretion, to refuse to permit a Tenant to utilize the launch ramp for a boat kept in a slip under the terms of this agreement if Marina personnel determine that Tenant's use of the launch ramp at any particular time would be or could be unsafe for any reason, including but not limited to, the Tenant's experience with the launch ramp, the condition of Tenants boat, boat trailer or tow vehicle, and weather. A Tenant who has **Dry Storage** may make use of the launch ramp to launch and retrieve Tenants own boat, subject to this agreement. Tenant shall have boat in its assigned dry storage area and have tow vehicle out of the yard **Thirty Minutes** prior to closing. Any Tenant, who is entitled to make use of the

Marina launch ramp by this agreement, agrees to launch their boat safely and expeditiously such as to minimize blocking access to the launch ramp. There will be absolutely no draining of bilge water or **discharge of OIL** either in the lake or in the parking lot. This may result in termination of this contract and EPA fines. The sole responsibility for deciding time for launching or removal of the Tenants boat, whether Tenant has rented a boat slip, covered summer storage, or winter storage rests with the Tenant. The Marina will not be responsible for deciding the time at which a Tenants boat should be launched or retrieved as a result of possible freeze-up or any other cause. Not with standing the Marina non-responsibility for deciding time for launching for retrieving of Tenants boat, Marina is granted the right to remove the boat from the water of any Tenant who has rented a slip if the Marina shall desire to do so. If the Marina shall, at any time, remove Tenants boat because the Marina has determined that a summer season has ended, the Marina is entitled to do so and shall not be required to re-launch Tenants boat. There will be no monies refunded as a result of an early end to the summer season. In the event that the Marina, at its sole discretion, decides to extend the summer season beyond October 15, 2011, and Tenant wishes to continue to rent a slip, an additional charge of **\$35.00/ week** shall be assessed. The exception being customers who have an executed the 2011/2012 winter storage agreement.

Trailer Storage.

Each Tenant who has rented a Wet Slip, Pontoon Boat Slip, shall be entitled to the storage of the boat trailer upon which the boat of said rented slip rests in the of season, this for the duration of the summer season. Tenant has the right to have their trailer put away in storage at the beginning of the season and pulled out of storage at the end of the season. If Tenant asks Marina to retrieve trailer any additional times during the summer season, Tenant will be charged **\$35.00** each time. **Forty-eight hour notice is required.** Any other boat trailers owned or used by Tenant may

not be stored at the Marina under terms of this agreement. Each Tenant who has rented **Dry Storage** for the summer season shall be entitled to covered storage for one boat and one trailer. All trailers stored on the property for any part of the summer season 2011 shall be stored at a rate of \$150.00. The Marina shall bear no responsibility for Tenants boat, trailer, canvass and/or accessories in or attached to Tenants boat with respect to loss, damage, depreciation, or destruction, for any reason, including but not limited to, theft, vandalism, acts of God, weather, snow, fire, explosion, lightening, earthquake, terrorism, and/or acid rain. Tenant specifically agrees not to leave any trailer of Tenants in open areas of the Marina. Tenant, acknowledges that the open areas are reserved for parking, and that the only areas available for trailer are as designated by the Marina. Trailers left in non approved areas will be removed at the cost of **\$100.00** to the owner payable to Burkeshore Marina, to most likely an off site location. Additional cost may be incurred, as Burkeshore Marina shall subcontract this service.

Parking.

Tenant acknowledges that no auto parking space has been rented as part of this agreement. Tenant acknowledges that if Tenant parks Tenants automobile, truck, motor home, or motor vehicle upon the premises of the Marina such automobile shall be parked entirely at the risk of the Tenant and that the Marina shall not be responsible for loss, damage, depreciation, or destruction of the motor vehicle for any reason including, but not limited to theft, vandalism, acts of God, weather, fire, snow, ice, explosion, lightening, earthquake, and/or acid rain. Tenant further acknowledges that Marina does not maintain any insurance with regard to Tenants parking their motor vehicle at the Marina and that it is Tenants duty to provide their own **insurance** coverage. Tenant is granted the right to park one automobile in Marina parking lot as a result of this agreement. No trailer parking is granted, further no camper or mobile home parking is granted.

Guest parking is available on request and by permit at a cost of **\$10.00** per day. There shall be no **overnight camping or sleeping in parking lot**. No cooking with open flames. Vehicles involved in such activity shall be removed at a cost of \$350.00 payable to Burkeshore Marina plus any subcontractors' costs to remove the vehicle. Further immediate termination of said summer agreement without prorates or refund of any monies collected shall occur.

Loss of Property.

Tenant acknowledges that any and all personal property left in Tenants boat, Tenants automobile, or left by Tenant upon the premises of the Marina is the sole responsibility of the Tenant, and such property is left at the Tenants own risk. Marina will not be responsible for any loss, damage, or destruction to any suck property.

Non-Responsibility of Marina.

Tenant agrees that Marina shall not be responsible for any damage done to Tenants boat, trailer, canvas, and/or accessories attached to Tenants boat as a result of winds, waves, weather, acts of God, ice snow, partial or total sinking, swamping, rain, fire, lightening, earthquakes, pollution from a point of source or undetermined source, or other conditions beyond Marina control. It is advised Tenant not keep key in ignition of boat while it is unattended in the water. Tenant acknowledges that Marina does not provide any insurance for any such risks of loss, and requires that Tenant shall provide any insurance for any such risks of loss, and acknowledges that Tenant shall provide insurance coverage at Tenants expense. Tenant acknowledges that Marina policy regarding boat keys is that owner is solely responsible for their keys. Under NO circumstances shall Burkeshore Marina be responsible for any Tenants Keys. No key shall be left in any boat, and further at a minimum a second key shall be in the possession of the owner at all times. In the event that the Tenant requires a replacement key, a \$35.00 service fee will be charged, as well as

the retail cost of the key. All Tenants are expected to keep control of their keys.

Right to Operate Tenants Boat.

Tenant grants to Marina the absolute right, but not the responsibility, to handle, remove, and/or to operate Tenants boat and/or trailer if Marina shall determine that it is in the best interest of the Tenant and/or Marina that acts be taken to protect the Marina, the boat or the trailer. Tenants specifically acknowledges that Marina does not accept responsibility to protect boat, or trailer, but is free to do so, without liability, if Marina shall elect to protect the boat or trailer, weather or not such attempt is successful. Tenant specifically acknowledges that Marina is granted the authority because in the absence of such authority, Marina would be unable to take any action to protect Tenants boat at all times. Tenant further grants Marina the right to handle, remove, and operate Tenants boat or trailer in the event that the Marina shall believe it necessary or convenient to remove the boat in order to protect, repair, or conveniently operate the Marina.

Sinkage.

In the event while in a slip at the Marina, Tenants boat is either swamped or sinks, Tenants requests Marina staff to make best efforts to recover Tenants boat. This is both to minimize damage to Tenants boat and more importantly to minimize any environmental impacts. Cost for salvage shall be at shop labor rate per employee involved, inclusive of any overtime for after hours operations. Additional cost for use of Marina work boat or other appropriate sublet costs shall be included. Any EPA or other environmental impact fines shall be the sole responsibility of the Tenant.

Payment of Rent.

Payment of rent for the entire summer season is due and payable at the time of execution of this agreement. There shall be

no refunds or prorates for any reason with regard to any early termination of this agreement for any reason. This rental agreement may be terminated by Marina with or without cause upon (15) days notice to Tenant. If upon such termination, Tenant shall fail to remove boat and/or trailer, Marina shall be free to do so without liability. In the event of nonpayment of rent for a period of (5) five days for the date the rent is due, Marina shall have the option of terminating the agreement immediately without notice. In the event nonpayment of rent, Marina may: a) terminate this agreement and remove all property of tenant located in the rented slip or storage area of Marina; b.) Marina may, at its sole discretion, continue the rental agreement but may secure payment of rent by chaining Tenants boat and/or trailer in Tenants slip or covered storage area; c.) Marina may remove and store Tenants boat at Tenant cost at another facility to secure payment of rent. Upon full payment of rent and all other charges due the Marina, Tenants boat and/or trailer shall be released. All repair order work shall be paid in full at the time of completion of work.

Limitation of Facilities Rented.

Marina has rented, under the terms of this agreement; Tenant covered storage, or slip space only. All additional equipment such as, but not limited to, ropes, lines, bumpers, mooring covers, tops, or related matters necessary or convenient for Tenants use or to secure or protect Tenants property shall be supplied and maintained by Tenant and used at Tenants own risk. In the event that the Marina determines, at its sole discretion, a safety issue exists either with regard to Tenants boat, Marina property, and/or another Marina customers property, the Marina may at the expense of the Tenant in question, enlist labor, reimbursed at shop labor rates, and Marina inventory (ropes, cleats, bumpers, etc.) paid for at retail prices, of what is necessary in the opinion of the Marina to rectify the afore mentioned safety issues. The tenant recognizes the Marinas need and right to perform these actions and not only acknowledges Marinas right but requests Marinas best efforts in

rectifying any safety issues marina identifies in its routine conduct of business.

Use of Marina.

Tenant agrees for himself or herself, their guests, and their agents to use the Marina only for purposes related directly to Tenants boat storage. Tenant agrees to abide by any rules and regulations, which may promulgate by this Marina to provide the reasonable, convenient and lawful operation of the Marina. Further Tenant is responsible for any guests, family member or agents with regard to abiding by the Marina rules as set forth. Failure to abide by the Marina rules may lead to termination of this agreement and removal of Tenants boat/trailer without refund. The Marina Rules are provided as Exhibit A as part of this rental agreement.

Assignment.

Tenant agrees not to assign this agreement or to sublet this space. Any such assignment shall immediately terminate this agreement without any prorated refunds.

Injuries to Persons.

Tenant acknowledges that he or she, his or her guests, and agents, use the facilities at their own risk, and specifically agrees that Marina shall not responsible for any person while Tenant utilizes the Marina. Further an injury shall be immediately reported to Marina at the earliest possible time by Tenant, any failure to notify Marina of any injury occurring on its property shall be ground for immediate termination of this rental agreement.

Date: _____

Name of Tenant: _____

Address: _____

Contact Number (Very important) _____

Signature: _____

Slip# _____