



## RENTAL CONDITIONS

### THIS LEASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee requests to rent space for the described boat at the Cape Fair Marina for a period of one year. Lessee agrees to pay, as rental for the slip, the sum indicated which shall permit the Lessee the exclusive right to occupy the slip for the specified rental season. The rental season for the purpose of this agreement shall commence on May 1<sup>st</sup> and shall end on May 1<sup>st</sup> of the following year. The non-refundable rental is payable in advance for the entire season.
2. Cape Fair Marina reserves the right to terminate this Lease at any time for any reason and Lessee agrees to remove the boat from the slip within five (5) days from the receipt of such notice of termination. Cape Fair Marina agrees to refund that part of the rental which the Lessee has paid for the balance of the rental season computed on a prorated basis, after deducting such cost and expenses as may be incurred by Cape Fair Marina which are to be paid by the Lessee as herein provided.
3. The Lessee agrees to remove the boat on or before the last day of the rental season (i.e. May 1<sup>st</sup>) or within five (5) days from the receipt of the notice of termination as provided above. In the event the Lessee fails to remove the boat as herein provided, Cape Fair Marina, or its agents, may take possession of the boat and cause it to be removed for storage at such place as may be convenient for Cape Fair Marina. Lessee hereby appoints Cape Fair Marina as its duly authorized agent with complete Power of Attorney to remove the boat or cause it to be stored as herein provided. The Lessee agrees to pay all costs and expenses incurred by Cape Fair Marina in removing the boat and causing it to be stored and all expenses, including attorney's fees, in collecting such costs and expenses from the Lessee.
4. Neither Cape Fair Marina nor its agents shall be liable for damages to the Lessee, its agents, servants or guests, or any person claiming through Lessee, for injury to person or damages to a loss of property wherever located from any cause or for damage claimed for removal of the boat as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked boats, storms, and vandalism. Lessee shall furnish proof of insurance for their boat to Cape Fair Marina, liability coverage shall be a minimum of \$500,000.00 and Cape Fair Marina must be listed as an additional insured. For boats larger than 40' in length we require minimum liability coverage of \$1,000,000.00 with Cape Fair Marina listed as an additional insured.
5. Lessee agrees to hold Cape Fair Marina harmless from any claims or liabilities arising out of any occurrences as a result of the Agreement. Cape Fair Marina is not responsible for loss or damage to boats, contents, or equipment. Cape Fair Marina is not liable for losses due to electric power failure.
6. Lessee shall be responsible for any and all damage done to the property, guests, customers, agents, servants, and other lessees of the Cape Fair Marina done by the Lessee, its agents, pets, servants, guests, or any person on the premises because of the Lessee.
7. This lease is not assignable by the Lessee and Lessee may not sublet the slip. Only the boat listed in the Agreement shall be docked at the assigned rental slip.

- 8.** Open and clear pathways shall be maintained on the docks at all times by the Lessee and guests.
- 9.** No fixtures of improvements may be attached to the dock or slip unless approved and purchased thru Cape Fair Marina. No attachments, no antennas, no satellite dishes, no modifications or any kind (i.e. boat covers and/or tarps, buoys, or BUMPERS). Platforms pre-approved and installed by the marina become the property of the marina.
- 10.** The marina reserves the right to limit lengths and number of boats moored in accordance with slip sizes.
- 11.** Three wire grounded cable only shall be used to connect to the 110-volt circuits provided. No permanent plugs are to be installed on the docks without written permission of Cape Fair Marina. If permission is granted, work must conform to state and county electrical codes.
- 12.** Holding tanks or heads cannot be discharged into the lake. Violators will be reported!
- 13.** Cape Fair Marina reserves the right to inspect all boats for toilets conforming to state and county ordinance.
- 14.** No open fires are allowed on docks at any time.
- 15.** Fueling boats or jet skis at docks is forbidden. This will be cause for terminating this lease agreement.
- 16.** Outside contractor of labor for hire must have prior permission from Cape Fair Marina. Outside contractors must submit a certificate of liability insurance and workmen's compensation before permission will be considered.
- 17.** For sale signs, advertising signs, or other postings cannot be placed on boats or property in the marina without the permission of Cape Fair Marina.
- 18.** Failure to pay for any work, labor, or materials supplied by Cape Fair Marina, at owner's request, will result in a lien being placed on the boat, motor, and equipment, and may result in the sale of the boat, motor, and equipment at public auction to the highest bidder for cash. After deducting from the proceeds of the sale all its charges for labor and materials, expenses of sale, including reasonable attorneys' fees, Cape Fair Marina would render the remaining amount, if any, to the owner.
- 19.** No swimming, fishing, or scuba diving within 50' of all marina docks and adjacent shore line. In 2008 The US Army Corps of Engineers has implemented this new law. The US Army Corps of Engineers will enforce this law with possible citations issued to offenders.
- 20.** Pets must be kept on a leash or on board Lessee's boat. It is the responsibility of the pet's owner to immediately pick up after their pets!
- 21.** Property not removed by the expiration date will be charged on a daily basis in the amount of \$20.00 per day for boats up to 30' and \$30.00 per day for boats 30' and longer.
- 22.** Due to fire exposure created, all grills on docks and platforms are prohibited. They must be located on your boat whether in use or not.
- 23.** Docking or mooring of owners boat shall be performed solely as the responsibility of the owner. Marina reserves the right to move the boat from time to time, as may be necessary. Marina reserves the right to board and inspect boats.
- 24.** Boat owners shall not store supplies, material accessories or debris on any walkway. All garbage and trash shall be deposited appropriately. Garbage containers must be kept on your boat, not on walkways, platforms, or fingers of docks.

- 25. The marina reserves the right to limit lift companies and installers allowed. Some slips may also have depth restrictions placed on lifts. All lifts brought into the marina, including personal watercraft lifts must have prior authorization before installation.
- 26. No outside labor, craftsmen, or supplier of goods or services may solicit business within the confines of the marina.
- 27. No occupant or any guest of an occupant shall conduct themselves in such a manner as to interfere with the enjoyment of the facilities by others. QUIET TIME IS 10:00pm. The definition of quiet shall be determined by marina and/or marina's personnel. Prohibitive conduct shall include but not limited to the following: overly boisterous behavior, offensive loud or abusive language, loud noises such as radio, television, or stereo, the use of bright lights, emission of unpleasant odors from boat. A violation of this paragraph shall entitle Cape Fair Marina, LLC to immediately expel the offending party/parties from the marina and in its absolute discretion immediately terminate the contract for rental.
- 28. Cape Fair Marina, LLC is not liable to provide electricity in case of electric outages.
- 29. Lessee agrees to comply with all the rules and regulations established by Cape Fair Marina.

**MY SIGNATURE BELOW SIGNIFIES THAT I HAVE READ ALL OF THE RULES AND AGREE TO THEM.**

\_\_\_\_\_  
**Printed Name of Lessee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Lessee**