

# Fellows Lake Marina

## BOAT SLIP 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 Fellows Lake 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 March 1<sup>st</sup> and shall end on the last day of February the following year. The non-refundable rental is payable in advance for the entire season.
2. Lessee is required to abide by the rules and regulations of the Missouri Department of Conservation and those of City Utilities concerning the management of Fellows Lake.
3. Fellows Lake Marina reserves the right to terminate this Lease at any time for any reason and the Lessee agrees to remove the boat from the slip within five (5) days from the receipt of such notice of termination. Fellows Lake Marina agrees to refund that part of the rental which the Lessee has paid for the balance of the rental season computed on prorated basis, after deducting such cost and expenses as may be incurred by Fellows Lake Marina which are to be paid by the Lessee as herein provided.
4. The Lessee agrees to remove the boat on or before the last day of the rental season (i.e. February 28/29) 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, Fellows Lake 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 Fellows Lake Marina Lessee hereby appoints Fellows Lake Marina as its duly authorized agent with complete Power of Attorney to remove the boat or cause it to be stored as here provided. The Lessee agrees to pay all costs and expenses incurred by Fellows Lake 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.
5. Property not removed by the expiration date will be charged on a daily basis in the amount of \$20.00 per day
6. Neither Fellows Lake 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, storms and vandalism. Lessee shall furnish proof of insurance for their boat to Fellows Lake Marina, liability coverage shall be a minimum of \$250,000.

7. Lessee agrees to hold Fellows Lake Marina harmless from any claims or liabilities arising out of any occurrences as a result of the Agreement. Fellows Lake Marina is not responsible for loss or damage to boats, contents or equipment.
8. Lessee shall be responsible for any and all damage done to the property, guests, customers, agents, servants and other lessees of the Fellows Lake Marina done by the Lessee, its agents, pets, servants, guests or any person on the premises because of the Lessee.
9. 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.
10. Open and clear pathways shall be maintained on the docks at all times by the Lessee and guests.
11. No fixtures of improvements may be attached to the dock or slip unless approved and purchased through Fellows Lake Marina.
12. Fellows Lake Marina reserves the right to limit lengths and number of boats moored in accordance with slip size.
13. 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 Fellows Lake Marina. If permission is granted, work must conform to state and county electrical codes.
14. No open fires are allowed on docks at any time.
15. For sale signs, advertising signs or other postings cannot be placed on boats or property in the marina.
16. 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!
17. Due to fire exposure created, all grills on docks and platforms are prohibited.
18. Docking or mooring of owners boat shall be performed solely as the responsibility of the owner. Fellows Lake Marina reserves the right to move the boat from time to time, as may be necessary. Fellows Lake Marina reserves the right to board and inspect boats.
19. 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.
20. 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. Prohibitive conduct shall include but not be limited to the following: overly boisterous behaviour, offensive loud or abusive language, loud noises such a radio or stereo, the use of bright lights, emission of unpleasant odors from boat. A violation of this paragraph shall entitle Fellows Lake Marina to immediately expel the offending party/parties from the marina and in its absolute discretion immediately terminate the contract rental.
21. Fellows Lake Marina is not liable to provide electricity.
22. Lessee agrees to comply with all rules and regulations established by Fellows Lake Marina.
23. Lessor reserves the right to temporarily use any vacant stall.

24. Pursuant to the rules and regulations of City Utilities and the Missouri Department of Conservation, the area of cove between the marina and the west bank is off limits to fishing. Furthermore, fishing is not allowed within 200 feet of the marina and there is absolutely no fishing from Fellows Lake Marina and/or restricted marina area.

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

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Printed Name of Lessee

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Date

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Signature of Lessee