

Rock Creek Marina & Resort

PO Box 140 Ozawkie, KS 66070

Phone (785) 484-2656 Fax (785) 484-3328

Fed Tax ID #20-8592081

Credit Cards will be accepted with a 3% service charge to customer

Lease Agreement

Name_____

Spouse's Name_____

Address_____

Zip _____ Street _____ City _____ State _____

Email address_____ this is being done to help cut down on postage

Home Phone_____ Cell Phone_____ Other _____

MFG of Boat_____ Yr._____ Length_____ KA #_____ A MUST!!

MFG of Engine_____ H.P. _____

MFG of Trailer_____ Single Axel_____ Tandem Axel_____ Is Name on Trailer? A MUST!_____

Type of Boat _____ Boats Name_____

Comb. Lock #s_____ Extra Key Located Where_____ Trailer Stored, Please Circle Camp Grnds Upper / Lower Sail Harbor Other

Permit Number on Boat _____ Trailer _____

Sail Boat Trailer Information Only Please fill in all above information also

Type of Keel, Please Check: Fixed_____ Wing_____ Centerboard_____ Other_____

Trailer_____ Cradle_____ RCM's Trailer_____ RCM's Cradle_____ Is Name on your Trailer/Cradle? **A MUST!** _____

This lease is made this _____ between Rock Creek Marina & Resort, LLC hereinafter referred to as Lessor and _____

Hereinafter referred to as Lessee: Witnessed, that Lessee does lease from Lessor space of the type and for the purpose hereinafter described, for the period commencing on **April 1st, 2011** and terminating on **March 31st, 2012** for the sum of

\$_____ payable pursuant to the schedule opposite the description of the type of space rented as follows:

Office Use Only:

SLIP NUMBER: _____
do not write in this area

PAYMENT SCHEDULE (non-refundable): **Please**

1st payment must be made by Feb. 15th, to guarantee slip= _____ Payment amount _____ Type _____

2nd payment due by April 1st= _____ Payment amount _____ Type _____

3rd and final payment due by May 1st= _____ Payment amount _____ Type _____

Bubbler fee for winter dock service due by Nov 1st= _____ Payment amount _____ Type _____

This payment schedule is binding and can only be modified by a written authorization signed by the Lessor. All renewal contracts must be received by our office on February 15th, of current lease year, in order to reserve your slip. Slips not reserved by February 15th, of current lease year will be made available for rent to the next customer, on February 16th, of current lease year.

Terms of Lease Agreement are subject to such rules and regulations as may be adopted by Lessor in connection with the use and occupancy of the space leased hereunder. This Agreement is subject to the rules and regulations of the Corps of Engineers and Lessee shall be responsible for abiding by the same. The Lessee represents and states that Lessee is the owner of and has the right to possession of the property to be utilized in connection with this rental agreement and that Lessee is protected against loss or damage to said Lessee's property by insurance now existing and to continue during the lease period. The Lessee shall insure its boat and property for damage that may be caused by fire and weather or other cause while the boat is located on Lessor's premises. The Lessee, as part of the consideration herein, assumes all normal or usual risk and that Lessor will be saved harmless from any expense loss or damage of Lessee's property.

It is agreed that there will be no subleasing of slips without permission from Lessor. If boat is sold to another person it is the Lessee's responsibility to provide Lessor with information concerning new Lessee. Upon selling of the boat, key fobs are to be relinquished to new owner of boat if they are taking the slip, if not to the office. If lease is not renewed key fobs will be relinquished and become void, at no time will a non-slipholder have a key fob to Marina. There will be no refunds for key fobs. It is further agreed that if Lessee brings pets to the Marina, that they will be kept on the boat or on a leash at all times. (NOTE: Pets are not allowed in Dock Store, Restaurant, Bar, or Ballroom area at any time.) It is also agreed that Lessee shall not attach or let there be attached to the boat a "For Sale" sign (this is for security purposes to prevent the public from getting on boats, etc) or other means of vending without prior approval of Lessor. It is agreed that there will be no gas or charcoal grill on docks, as per NFPA code 300, paragraph 8.1.5.. It is agreed that there will be no sinks, refrigerator, or rope lighting placed on or in slips, per Corp of Engineer rules and regulations. Dock boxes on fingers shall only be half of the finger depth, and be able to fit between two poles, all others will be asked to be removed.

After winterization, there will be a 6 amp maximum of electricity allowed. Lessor reserves the right to unplug boats for the remainder of the season when found using an excess of that amount. Lessee agrees to pay for changing any damaged or burned out electrical plugs or other fixtures that have to be replaced on the dock or on the boat. Any electrical work on docks will only be done with Lessor's full knowledge and written approval, and only by insured, bonded personnel that have full knowledge of all Corps rules and regulations. As with any other work on docks, this is for Lessor's protection as well as Lessee's. No outside service vendors will be allowed to work on boats on Rock Creek Marina & Resort property.

There is a \$330 fee not included in the above amount to pay for winter dock service. This fee goes into effect if your boat is in the water from Nov 20th to March 31st of current lease year. However, there is no guarantee by Lessor that Lessee's property will be kept ice free at all times. There is always the possibility of a power failure, a malfunction of equipment, or such extreme cold that the de-icer cannot work properly. It is further agreed that the leasing agreement may be terminated at option of the Lessor in case of failure of Lessee to pay the consideration provided for in the schedule outlined herein or otherwise failing to comply with the terms of this lease agreement.

Lessor reserves the right to take temporary possession of any boat, trailer, etc. in any instance where there is a past due bill which has been incurred in connection with this leasing agreement or other amounts due Lessor. Lessee agrees that Lessor has the authority to lock the boat in its slip to prevent the boat from being moved or to remove that boat from the water at Lessee's expense. This action would apply in cases of past due slip rental as well as past due bills for the service department, store, gas dock, or any other bill which has been charged to the slip. (Note that Restaurant does not allow charges) Property may remain in Lessor's possession until all bills are paid in full. Lessor may specify the form of payment to Lessor at any time for any reason. Lessor also reserves the right to terminate or not renew the lease agreement, or ask Lessee to remove boat, property, person, or guests from Marina, (or not allow charges to be made) in

cases where Lessee has not paid, paid late, used bad checks, unpaid charges, or Lessee or his/her guests fail to follow the terms of this Lease Agreement including the Rules of the Lessor. Lessor reserves the right to refuse service to anyone.

Misc. charges: There will be a \$30 fee for slip payments not received in office by 15th of month due, \$30 service fee for bad checks, as well as a \$30 charge to un-cable boats that have been cabled in due to non-payment. All store tabs, service tickets, or other bills incurred by Lessee not paid within 15 days of billing will assess a 3% mthly finance/late charge, or a \$5 minimum. Trailers found not to have lessee's last name on front of trailer by tongue will assess a \$20 service charge plus cost of supplies for Rock Creek Marina & Resort/Ozawkie Boat Company to place Lessee's name on trailer.

Yvonne Hewitt - Rock Creek Marina & Resort, LLC Lessor
(Customer Sign Here)

Lessee