

Rock Creek Marina & Resort

PO Box 140 Ozawie, 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 \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_

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 \_\_\_\_\_ 201\_\_ and terminating on \_\_\_\_\_ 201\_\_ 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: \_\_\_\_\_

PAYMENT SCHEDULE (non-refundable)

1<sup>st</sup> payment must be made by **Feb. 15<sup>th</sup>**, to guarantee slip= \_\_\_\_\_  
Payment amount \_\_\_\_\_ Type \_\_\_\_\_

2<sup>nd</sup> payment due by **April 1<sup>st</sup>**= \_\_\_\_\_  
Payment amount \_\_\_\_\_ Type \_\_\_\_\_

3<sup>rd</sup> and final payment due by **May 1<sup>st</sup>**= \_\_\_\_\_  
Payment amount \_\_\_\_\_ Type \_\_\_\_\_

Bubbler fee for winter dock service due by **Nov 1<sup>st</sup>**= \_\_\_\_\_  
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 15<sup>th</sup>, of current lease year, in order to reserve your slip. Slips not reserved by February 15<sup>th</sup>, of current lease year will be made available for rent to the next customer, on February 16<sup>th</sup>, 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. (NOTICE: 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 NJPA code 300, paragraph 8.1.5. 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 Lessees.

**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 20<sup>th</sup> to March 31<sup>st</sup> 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. There will be a \$30 fee for payments not received in office by 15<sup>th</sup> of month due, \$30 service fee for bad checks, as well as a \$30 charge to uncable boats that have been cabled in due to nonpayment. 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.

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

