

LEE'S FORD DOCK, INCORPORATED

451 Lees Ford Dock Rd.
Nancy, Kentucky 42544
Bus: (606) 636-6426 Fax: (606) 636-6872

www.lesfordmarina.com

SLIP RENTAL AGREEMENT - 2009

CHECK ONE CONTRACT TYPE PER BOAT

ALL SLIP FEES MUST BE PAID IN FULL NO LATER THAN APRIL 1, 2009

_____ **ANNUAL** (APRIL 1, 2009 – MARCH 31, 2010) **Slip #:** _____

_____ **SEASONAL** (APRIL 1, 2009 – OCTOBER 31, 2009) **Slip #:** _____

_____ **MONTHLY** (BUY A BOAT CUSTOMER'S ONLY) **Slip #:** _____

Boat Owner Information:

Boat Owner's Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ Cell Phone: () _____

Insurance Information: Certificate of Insurance must be provided for each vessel (NO EXCEPTIONS)

Insurance Carrier: _____

Agent Name: _____ Phone Number: () _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No.: _____ Policy Exp.: _____

Slip Rate & Preference:

Slip Number: _____ 2nd Choice Slip Number: _____

Annual Rental Amount: \$ _____ **Seasonal** Rental Amount: \$ _____

Prorated / Discount Amount: \$ _____ Total Slip Amount: \$ _____

Boat Name: _____ Boat Description: _____

Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft

Registration State/No.: _____ **2009** Year or Port of Call: _____

Slip Number: _____ 2nd Choice Slip Number: _____
Annual Rental Amount: \$ _____ **Seasonal** Rental Amount: \$ _____
 Prorated / Discount Amount: \$ _____ Total Slip Amount: \$ _____
 Boat Name: _____ Boat Description: _____
 Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____
 Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft
 Registration State/No.: _____ **2009** Year or Port of Call: _____

Slip Number: _____ 2nd Choice Slip Number: _____
Annual Rental Amount: \$ _____ **Seasonal** Rental Amount: \$ _____
 Prorated / Discount Amount: \$ _____ Total Slip Amount: \$ _____
 Boat Name: _____ Boat Description: _____
 Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____
 Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft
 Registration State/No.: _____ **2009** Year or Port of Call: _____

NOTE: Certificate of Insurance (2009) and Boat Registration (2009) Must be submitted with this Contact (2009) for each Vessel before entering slip(s) at Lee's Ford Resort Marina. **NO EXCEPTIONS. ANY VESSEL(S)** already in slip(s) without documentation will be towed at **BOAT OWNER'S EXPENSE.**

60th Anniversary Celebration Payment Options

The Annual Slip Rental Amount May Be Paid Using One of the Following Payment Plans:

Please Initial Below

_____ **60th Anniversary 10% DISCOUNT:** To receive a 10% discount off the annual rental amount, you will be required to pay in full the Annual Rental amount **postmarked no later than December 15, 2008.** Any contracts received after this date will void **DISCOUNT** being **APPLIED** toward slip rental and could result in the loss of current or preferred slip.

_____ **60th Anniversary 6% DISCOUNT:** To receive a 6% discount off the annual rental amount, you may pay one-third (1/3) of the annual rental amount by each of January 15, February 15, and March 15, 2009. If any payment is received late, the **DISCOUNT WILL NOT APPLY**, and could result in the loss of current or preferred slip.

_____ **FULL PAYMENT:** You may defer payment of your entire annual rental amount until no later than April 1, 2009. The entire annual rental amount will be due by this date and you will **NOT BE ELIGIBLE FOR A DISCOUNT.** If any payment is not received by March 15, 2009 this could result in the loss of current or preferred slip.

MAKE CHECKS PAYABLE AND REMIT TO:

Lee's Ford Dock, Incorporated
 451 Lees Ford Dock Road
 Nancy, Kentucky 42544

Slip Rental Fees May be Paid by Cash, Check, Visa, MasterCard, or American Express

ADDITIONAL TERMS

Lee's Ford Dock, Inc., a Kentucky corporation, hereinafter called "*Marina*" or "*we*", does hereby let to the undersigned boat owner, hereinafter called "*Owner*" or "*you*", space for one boat as described above and which space shall be assigned by Marina in its discretion, subject to such rules and regulations as the Marina may make from time to time respecting the use thereof. THE TERM OF

- 1) **THIS AGREEMENT**: is for the 2009 boating season unless modified or pro-rated in writing. It is mutually understood that the charges are based on an annual, seasonal or monthly rental and that the rental fee for this space is payable in advance. The rental period will be for the stated dates for the type of contract selected. If this Agreement is terminated by the Marina due to Owner's breach of any term of this Agreement or a breach of the Marina's rules or regulations, whether by Owner or a guest of Owner, Owner will not be entitled to a return of any portion of the rental fee, regardless of whether or not the Marina relets Owner's slip. This will not be deemed a penalty or forfeiture, the parties agreeing that such unreturned rent is to compensate the Marina for the administrative and other costs associated with termination of this Agreement. If this Agreement is terminated by Owner due to a breach of this Agreement by the Marina, Owner will be entitled to a return of a pro-rated portion of the rental fee, based on the number of days remaining during the rental term. By this reference, the rates and terms on Marina's 2009 Rate Card are hereby incorporated into this Agreement and will establish the rental amount for your slip as set forth on the 2009 Rate Card. If Owner's boat remains in the slip after the end of this Agreement's term (or earlier termination of this Agreement) and Owner does not renew this Agreement in writing or enter a new agreement for rental of that slip from the Marina prior to the end of such rental year, Owner will be obligated to pay the Marina its daily transient rate for such slip from the end of this Agreement (or earlier termination) until a new agreement is entered or the boat is removed.
- 2) **MOORAGE RENTAL RATES**: are based on storage for the single boat described above. Any and all secondary auxiliary boats must have an assigned space subject to a storage charge for said space. This agreement is for the use of boat storage space only, and the right to use such storage space is not transferable. Owner's sale or replacement of the boat registered on this document does not constitute grounds for the termination of this Agreement. If Owner desires to transfer the slip to another boat owner, it must request the Marina's consent in writing. If the Marina consents, any new boat to occupy a slip may not be larger than the boat originally registered under this Agreement and the new boat's owner must enter a new slip rental agreement with the Marina (but the original Owner will not be relieved of its obligations hereunder).
- 3) **PERSONAL INJURY & PROPERTY LOSS**: The storage space is to be used at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury to himself or herself, family, employees, invitees, guests and agents arising out of, or in connection with, the condition or use of the Owner's boat, motor, and accessories, or the use of the Marina premises or facilities. The Owner, for himself or herself, heirs or assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not considered under this agreement as an insurer of the Owner's property, and the Owner should secure such insurance as he desires. The Owner is responsible for and shall indemnify Marina for any and all loss or damage to the slip, dock or other Marina property (or property of third parties) caused by Owner, its guests or boat, such indemnity shall include Marina's costs and expenses (including reasonable attorneys' fees).
- 4) **OWNER'S LIABILITY**: The Owner shall be required to carry bodily injury and property damage liability insurance in an amount sufficient to cover any and all damage caused by, or in the proximity of, the Owner's vessel.
- 5) **ELECTRICAL SERVICE**: If electricity is supplied to the rental space, a charge for electricity used, plus a meter charge, will be assessed and billed monthly. Any and all electrical lines, fixtures, accessories etc., which are connected directly or indirectly to Marina provided electrical supply must conform to current U.S. Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. 30-amp service requires 10-3 S.O. marine cable and 50-amp service requires 8-4 S.O. marine cable and connections. Service breakers must be turned OFF when the boat is unplugged or away from its slip space.
- 6) **ADDITIONAL UTILITIES**: (a) Fresh water service is available during mild weather months only, and is supplied at no charge to Owner. It is required that water be shut off when the boat is unoccupied. Owners found to abuse the Marina's fresh water supply may be billed for those abuses; (b) Connection to local cable television services, where provided, is available at no charge to Owner. An approved marine cable television connection is required to access this service; (c) Telephone service is not provided nor is it guaranteed by the Marina. Phone connections and service may only be provided by Marina's designated service provider. Connections to telephone service require a marine approved, weather proof cable and connections along with a marine receptacle installed ship side. Any and all connections must be approved by the Marina in advance of installation or use.

- 7) ADDITIONS OR ALTERATIONS: of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon its installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.
- 8) SLIPS ARE FOR THE PRIVATE USE OF OWNERS:
- (a) Subleasing of slips, transfer of boats between slips or from one slip space to another, or leasing, renting or Chartering of boats, shall not be allowed except with written prior approval from the Marina.
 - (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to a new assigned slip.
 - (c) BOATS OFFERED FOR SALE within the marina lease area must be registered with the Marina's broker, Top Shelf Marine Sales, Inc. d/b/a BuyaBoat.net. Those vessel Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited within the Marina lease area (see paragraph (f) section 10 under Harbor Rules and Regulations). Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by any person. Unless prior written approval is granted by the Marina Agents/Brokers and/or like Associations will be prohibited to operate within the Marina lease area. The rules set forth in this section apply to the promotion and sale of boats, additions, and accessories to include merchandise and or services.
 - (d) Owner agrees that during any period the slip assigned to Owner is vacant, that the Marina may moor boats in such slip in Marina's ordinary course of business (e.g. during the process of moving boats, performing maintenance, etc.), but the slip will be returned to Owner's use upon the return of Owner's boat. Owner will not owe Marina for any electric used by the Marina at the slip and Marina will not owe Owner any rent or other sum for such use.
 - (e) Owner agrees to place, in areas on the boat acceptable to the Marina that are visible from the header pier, boat identification stickers (e.g. stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed out to the Boat Owner.
 - (f) Anyone that wants to move or exchange slips must notify marina management and fill out a slip transfer form. If this is not followed the Marina is not responsible for electric meter reading errors or anything else that becomes of not following the proper process.
- 9) EVENT OF EMERGENCY: Owner agrees that in the case of emergency or maintenance work in the area of the slip space, the Marina may move the boat from said rented space to another mooring within the marina.
- 10) HARBOR RULES AND REGULATIONS: Owner agrees to abide by the following general rules and regulations, and such additional rules and regulations as may hereafter be published and or posted by the Marina:
- (a) Maximum vehicle speed limit in parking areas is 10 mph and the Marina reserves the right to limit and govern parking within the Marina lease area. **PARKING IS PROHIBITED WITHIN 50 FEET OF MARINA WALKWAYS.**
 - (b) Gasoline, motor boat fuel or flammable liquids may not be transferred from shore onto docks, slips, or boats unless done so by employees or agents of the Marina. Fuel or oil may not be discharged or bilged into the waters of the marina or onto its roadways or parking areas.
 - (c) While occupying or cruising in the Marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the shore, docks, slips, spaces or walkways. Nor will any dock, slip, walkway, or shore area be used as a storage space for any gear or equipment unless authorized by the Marina in writing. Refuse oil or flammable liquids must be deposited in receptacles provided for those purposes.
 - (d) The Owner is responsible for the conduct of any and all persons using, visiting, or occupying his or her boat while such persons are within the Marina lease area.
 - (e) Swimming, diving or bathing is prohibited within the waters of the Marina, except at such times and places as may be set apart for such purposes.
 - (f) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.
 - (g) The wake created by all boats operated within the harbor must not cause damage or discomfort to the boats berthed or their occupants (the harbor's idle speed zone entrances and exits are clearly marked) A boat owner is responsible for any and all damage caused by the wake created by his or her boat.
 - (h) Noise will be kept at a minimum at all times. Owners and their guests shall use discretion in operating engines, generators, radios, stereos, televisions and other equipment, so as not to create a disturbance or nuisance. After

the hour of **10:00 pm** and before the hour of **8:00 a.m.** a state of general quiet shall prevail.

- (i) Pets, though not encouraged, are permitted only if enclosed or leashed and do not disturb or threaten other tenants. They may be toileted only on the land areas adjacent to the Marina, and away from public traffic or use areas. Owner is responsible for cleaning up after and properly disposing of his or her pet's waste when toileted. **Pets may not be tied to docks or walkways. Owner Takes full responsibility of pet.**
- (j) Vendors are not permitted to conduct business or provide services in the Marina's lease area unless such vendors are approved by the Marina and placed on the Marina's list of approved vendors. Owners may contact Marina management to determine if a vendor is approved. All such vendors on the Marina's approved list must provide the Marina with copy of required proof of insurance with evidence of satisfactory insurance that names the Marina as an additional insured. No boat shall be repaired or constructed within the Marina lease area unless in case of an emergency, when special permission must be obtained.
- (k) Long-term trailer parking is prohibited on Marina property. Trailers left longer than two weeks are subject to removal at Owner's expense. Marina is not responsible for any trailers on the property.
- (l) No trash may be put on the slips or docks for pick-up after 5:00 p.m., **during the summer season (April 1st – October 31st).** Trash removal during the off season is sole responsibility of the customer. A \$10.00 fee for removal of such trash will be assessed against any Owner for violation of this policy.
- (m) Owners, and their guests, must at all times be courteous to other boat owners, guests at the marina and Marina staff. This rule applies to both the marina and other Marina lease areas, including the cottages, Harbor Restaurant and parking areas. Use of foul language, discourteous behavior or any other behavior that, in the opinion of the Marina's management, is disruptive or discourteous will constitute a breach of this Agreement and the Marina's rules and regulations. Possible sanctions for violation of this rule can result, at the discretion of the Marina's management, in immediate removal of the offender from the Marina and, as with all rules and regulations of the Marina, termination of this Agreement. Each Owner is responsible for the conduct of any and all persons using, visiting, or occupying the Owner's boat while such parties are within the Marina lease areas.
- (n) All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance therefore is concerned. No laundering or drying of laundry, including swim suits and towels is permitted on any deck or rigging of any Vessel or on the common areas.
- (o) No golf carts or gas powered vehicles of any kind are permitted on docks.
- (p) Notwithstanding anything continued herein, in the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation, or the environment, the Lesser may correct said condition by removing the vessel by any means the Management deems appropriate. The Owner of the vessel shall be responsible for all costs associated with said corrections. Lessee must maintain his/her vessel in a state of readiness for movement in case of fire or evacuation. Lessee will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take action as necessary and prudent to safeguard Lessee's vessel and situation to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the vessel and make any repairs required to make the vessel safe and free from defects which may endanger life, property, or natural environment.
- (q) Lessee shall be responsible for notifying Marina of any **Arrival/Transfer/Departure** of vessel(s) this must be accomplished by execution of Marina's Slip Arrival/Transfer/Departure form.

- 11) **SECURITY INTEREST FOR UNPAID AMOUNTS:** Owner hereby grants Marina a security interest in (and Marina has a lien against) the described boat (and any other boat in the rented slip), her appurtenances and contents, to secure all amounts owed to Marina under this Agreement, any and all other sums owed by Owner to Marina, including, without limitation, for unpaid sums due for use of moorage facilities or other services, or for damage caused or contributed to by the described boat or by Owner to any property of Marina or any other person. Marina may exercise any and all remedies set forth in paragraph 12 below and as otherwise available under the Uniform Commercial Code in connection with the security interest granted hereby, including taking possession of the boat, and the sale of boat and its contents.
- 12) **FORUM CLAUSE:** The terms of this agreement are governed by the laws of the Commonwealth of Kentucky and the parties agree that the parties agree that the legal forum for any dispute in this agreement will be Pulaski County, Kentucky.
- 13) **COLLECTION COST:** If a breach in this agreement occurs, Owner agrees to pay to Marina its attorney's fees, court cost, and all other expenses incurred in collecting, or attempting to collect payment, in accordance with the laws of the Commonwealth of Kentucky.
- 14) **SEVERABILITY:** If any provision of this Agreement or the application of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications; and to this end, the provisions of this Agreement of the Commonwealth of Kentucky.

15) **REMEDIES:** Should a breach of this Agreement (including failure to timely pay rent) or violation of posted rules and regulations occur (which breach or violation shall be determined in the sole discretion of the Marina), the Marina may terminate this agreement by written notice to Owner at the address shown on this document. Said termination shall become effective 15 days after such notice is given. Within such 15 days Owner shall pay all sums due to the Marina and remove the boat and all personal property from the premises. Should Owner fail to remove the boat, Marina may remove the boat from the docking space, at Owner's risk and expense, retake the docking space, and/or thereafter sell such boat and all items therein or thereon and apply the proceeds to the amounts due. Marina may, in lieu of or in addition to terminating this Agreement, notify the Owner of a breach or violation and remove a boat from its slip and prohibit access to the boat until the Owner pays all amounts owed to Marina and provides a reasonable means of removal of the boat from the Marina. Owner hereby agrees to pay Marina for any and all cost and expense, including attorneys' fees, in enforcing its rights under this Agreement. The Owner agrees that upon removal of the boat from the rental space, the relationship of landlord and tenant is ended and the Marina shall be and become involuntary depository with only the duties and responsibilities provided by law there under.

16) **CREDIT IS EXTENDED AS A COURTESY AND MAY BE WITHDRAWN AT ANY TIME:**

- Owner agrees to pay a service charge of 1.5% per month (18% annual percentage rate) on any Slip Rental charge, Marina charge, Electrical and/or other charge(s) that remain outstanding on the 10th of the following month (allowing a ten day grace period).
- Owner's failure to pay any amount hereunder when due shall constitute a default hereunder and entitle Marina to all remedies available in paragraph 12 or at law or in equity.
- The MARINA will extend credit for payments due under this contract and for purchases from MARINA facilities only to OWNERS who have registered a valid, VISA, MASTERCARD, DISCOVER or AMERICAN EXPRESS credit card with the Marina office. By registering a credit card at the Marina office, the OWNER consents to the placement on that credit card of any charges made on OWNER'S account, any payments due under this contract, and any other debt of OWNER to the MARINA.

17) **WAIVER:** of any one condition by the Marina shall not be deemed to be a continuing waiver.

18) **READ AND UNDERSTAND:** The undersigned Owner hereby agrees to the terms and conditions set forth above and agrees to abide by the Rules and Regulations of the Marina and appropriate governmental authorities as may from time to time be in effect. This Agreement shall be subject to the Marina's lease with the Army Corps of Engineers and the parties acknowledge that the Army Corps of Engineers is not a party to or responsible under this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and the United States of America.

19) **CASUALTY EVENTS:** If the dock or slip to which Owner's boat is assigned is destroyed by fire, lightning, windstorm or other reason, the Marina will diligently work to repair or restore the destroyed dock or slip as soon as practicable. However, during the period in which the dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Owner will not be entitled to a refund under this Agreement.

20) **NO MODIFICATIONS TO THIS AGREEMENT WILL BE ACCEPTED BY THE MARINA.**

21) **USE of boat by BUY - A - BOAT Customers:** OWNERS of boats listed with BUY - A - BOAT or Top Shelf Marine Sales pay a reduced monthly slip rental rate from the date of the listing until the boat is sold, unless the boat listed for sale is used for recreational purposes. If the MARINA determines that the boat is being used for recreational purposes in excess of the use reasonable related to the effort to sell the boat, then the MARINA, in its sole discretion, may apply the applicable rate for annual slip rentals.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth beside each party's name.

MARINA:
LEE'S FORD DOCK, INCORPORATED

BOAT OWNER:
Signature Required

BY: _____

[Boat Owner's Signature]

ITS: _____

DATE: _____

DATE: _____

SHIP'S STORE ACCOUNT: If you would like to establish a Ship's Store Account for the purpose of charging *fuel, electric, ice, slip fee(s), work orders* and *ship store purchases (food, clothes, shoes, etc.)*, please complete the required information LISTED below. The credit card on file will be charged automatically for purchases made without notification to customer. Accounts are billed monthly and a statement of all charges will be mailed to the customer's home address on file. By signing below, you authorize such charge(s) and the person(s) listed to charge to House Account.

Credit Card Number: LIST beside type of card

Visa:

Master Card:	Exp. Date	3 Digit Code (Back)
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American Express:	Exp. Date	3 Digit Code (Back)
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Discover:	Exp. Date	4 Digit Code (Front)
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BP Card:	Exp. Date	3 Digit Code (Back)
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	Exp. Date	3 Digit Code (Back)
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SIGNATURE:

<i>Card Holder</i>	<i>Date</i>
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Authorized to Charge to House Account:

Name: _____	<i>RELATIONSHIP</i>
Name: _____	<i>RELATIONSHIP</i>
Name: _____	<i>RELATIONSHIP</i>
Name: _____	<i>RELATIONSHIP</i>

FOR OFFICE USE ONLY

Yacht Club Member: _____

Tenant: _____

Parking Pass's: _____

Harbor Bucks: _____

Launching Pass: _____

Contract Copy to Customer: _____

Comments: _____
