

DILLON MARINA SUMMER SLIP & STORAGE LEASE AGREEMENT

P.O. Box 1825 / 150 Marina Drive Dillon, CO 80435

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1. **PARTIES TO AGREEMENT** The parties to this Lease Agreement are Town of Dillon and Dillon Marina, hereinafter referred to as Lessor, and

_____ hereinafter referred to as Lessee or Tenant.

2. **LESSEE IDENTIFICATION** Lessee's full name and mailing address are:

Boat Owner Name _____ E-Mail _____

Mailing Address _____ City _____ State _____ Zip _____

Phone: Home _____ Work _____ Cell _____

3. **VESSEL IDENTIFICATION** Description of Lessee's Vessel which is to be placed in the leased slip:

Vessel Name _____ Length (Overall) _____ Make _____ Model _____

Registration# _____ State of Registration _____ Beam _____ Draft _____

Sail _____ Power _____ Hull ID# _____ Trailer Make _____ License# _____

4. **AGREEMENT** In agreement of \$ _____, receipt is hereby acknowledged, Lessor and Lessee agree as follows:

A. **PERMISSION TO MOOR VESSEL** By terms of this Lease Agreement, Lessee shall be allowed to dock/moor/store/park (during the lease duration period) the above described Vessel (the "Vessel") located at Dillon Marina. Lessee agrees that Lessor shall designate the location of the slip within the marina and may in its sole discretion relocate the slip leased hereunder without prior notice to the lessee, provided such relocation does not result in an increase in the lease price charged for the slip.

B. **LEASE DURATION** This Lease Agreement commences on 5/26/17 and terminates on 10/22/17, unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual mooring season beginning and ending on dates other than the stated term of this Lease Agreement. No fee adjustments will be made for these conditions.

C. **LEASE NOT TRANSFERABLE** Lessee shall not assign or transfer this Lease Agreement to another person or for any vessel other than that specifically described above or sublet the slip or mooring without the prior written consent of Lessor, which consent may be withheld at Lessor's sole discretion.

D. **ACCESS AND LESSOR'S RIGHT TO USE** Lessee shall recognize that access to the Dillon Marina Area may be limited on occasion by capacity factors beyond the Lessor's control as dictated by the Colorado Division of Parks and Outdoor Recreation, and/or the Denver Water Board. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated.

E. **TERMINATION BY LESSEE** Should Lessee terminate this Lease Agreement, Lessee shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the months remaining in this Lease Agreement after assumption by the replacement tenant. All Wait List fees and Transfer fees are non-refundable.

- F. **TERMINATION BY LESSOR** Lessor may terminate this Lease Agreement at any time for convenience, without cause and without liability for breach of the Lease Agreement, by giving the Lessee two (2) days written notice. Lessor shall reimburse Lessee for the paid and unused portion of the Lease Agreement on a pro-rata basis. Should it be necessary for Lessor to employ legal counsel to enforce any of the provisions herein contained, Lessee agrees to pay all attorneys' fees and court costs reasonably incurred by Lessor.
- G. **VESSEL INSURANCE** Lessee shall procure and maintain general liability insurance for the Vessel. The policy shall be endorsed to include the Town and the Dillon Marina as additional insureds. A certificate of insurance shall be provided to the Dillon Marina as evidence that the policy complies with the requirements herein. Lessee agrees that Lessee will be held responsible for damage which the Vessel may cause, by any means, to other vessels in the Dillon Marina or to the Dillon Marina structures, equipment or facilities.
- H. **INDEMNIFICATION** Lessee agrees to defend, indemnify and hold harmless Lessor, its owners, manager, agents and assigns for any and all claims, damages, losses, demands, causes of actions of liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.
- I. **CONDITION OF VESSEL/TRAILER** This Lease Agreement is contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good condition will not be admitted to the Dillon Marina. Failure to maintain the Vessel in good condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by the Dillon Marina, in its sole discretion. All decisions of condition and maintenance of good condition made by the Dillon Marina shall be final and binding on the parties. Any trailer used to transport the Vessel must be in good operating condition. In the event the Vessel trailer is not in good or safe condition, in the sole discretion of Lessor, Lessee herein authorizes the Lessor to repair the trailer to the extent necessary, in the sole discretion of Lessor, to perform the services requested by the Lessee.
- J. **LESSOR NOT LIABLE FOR DAMAGE, FIRE, THEFT, ETC.** Lessor and its manager will take all reasonable precautions to protect the safety and property of Lessee. However, Lessor and its manager assume no responsibility for the safety of any vessel moored, anchored or stored in the Dillon Marina and Lessor will not be liable for fire, theft, vandalism, and/or damage of any type to Lessee's Vessel, equipment, appurtenances, engines, dinghies, or property of any type, however arising; it being the parties understanding that LESSEE SHALL MOOR, ANCHOR AND/OR STORE THE VESSEL AT LESSEE'S OWN RISK. Lessor and its manager DO NOT insure against fire, theft, vandalism, damage of any type, or other loss or casualty to Lessee's Vessel, equipment, appurtenances, engines (including outboard engines), dinghies, and property of any type, including trailers and cradles.
- K. **CREATION OF SECURITY INTEREST AND LIEN** As further consideration of the Lease Agreement. Lessee hereby grants to the Lessor a security interest and a lien on the Vessel for all sums due from the Lessee for slip rental, provisions, labor, storage, maintenance and fuel. The lien granted herein may be enforced by the Lessor in accordance with the laws of the State of Colorado. To evidence and perfect Lessor's security interest, this Lease Agreement shall be considered a security agreement
- L. **NO WARRANTIES** Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties including but not limited to those of merchantability of fitness for a particular use.
- M. **SUNKEN VESSEL** In the event that Lessee's Vessel sinks in its slip or within the Dillon Marina, Lessee will commence salvage activities within 24 hours of notice by the Dillon Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

- N. **EMERGENCY** In the event that Lessee's Vessel is observed to be in any type of distress, in the sole judgment of the Lessor, Lessee grants to Lessor without recourse the right to enter the Vessel and to take whatever measures Lessor deems appropriate to address the situation. Lessee shall reimburse Lessor for all expenses incurred in addressing the distress of the Vessel.
- O. **REMOVAL OF VESSEL UPON TERMINATION, ABANDONMENT** Upon termination of this Lease Agreement for any reason, Lessee shall remove the Vessel from the Dillon Marina within two (2) days notice of termination. Failure to remove the Vessel shall be considered to be abandonment of the Vessel to the Lessor, in which case Lessor may dispose of the Vessel as Lessor sees fit.
- P. **HOLD OVER** Should Lessee fail to remove the Vessel upon termination of the Lease Agreement, Lessor may, at Lessor's sole discretion, treat the Lessee as a hold-over tenant rather than an abandoned Vessel, in which case Lessee shall pay daily rent at twice the Dillon Marina's published daily rate for each day the Vessel remains at the Marina.
- Q. **RENEWAL OF LEASE NOT GUARANTEED** This Agreement DOES NOT automatically renew. A prior lease shall not give Lessee lease renewal or renewal priority over another applicant for a slip. A new Lease Agreement shall require application, acceptance of the application, signing a new Lease Agreement, and payment in advance of the required lease fee. The Lessor may refuse to lease a slip to any lease applicant at the discretion of Lessor.
- R. **RULES AND REGULATION** The attached Rules and Regulations of the Dillon Marina are made a part of this Lease Agreement. Failure by Lessee to observe these rules shall give Lessor the right to terminate this Lease Agreement on two (2) days notice, or to refuse to renew this Lease Agreement. The Rules and Regulations are subject to change without notice. Lessor has the right to move, or remove the Vessel and charge any necessary fees or fines in accordance with a breach of the Rules and Regulations.
- S. **NO OVERNIGHT RENTAL** No Vessel shall be used for overnight or residential rental while in a lease slip or mooring at the Dillon Marina. This includes, but is not limited to, a prohibition against Airbnb and VRBO rental use. Dillon Marina facilities, bathroom codes, etc. are limited to use by Lessees and their guests. Lessor may immediately terminate this Lease Agreement in the event of Lessee's violation of this prohibition. In the event of termination due to violation of this section, no reimbursement shall be due to Lessee for the unused portion of the Lease.
- T. **NOTICE** Any notice required or permitted hereunder shall be sufficient if personally delivered, sent by e-mail to the party's address set forth herein, or if sent by regular mail to the party's address set forth herein. Notices personally delivered or e-mailed shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

I certify that I have read and agreed to the above terms and that I have read and agree to abide by the attached Rules and Regulations of Dillon Marina.

Lessee: _____ Date: _____

Lease Accepted
Dillon Marina, Lessor

By: _____ Date: _____

DILLON MARINA RULES & REGULATIONS

1. The Lessee agrees to exercise due care in the use of the premises leased under this Lease Agreement and to exercise due care in the operation of any vessel in the Dillon Marina area.
2. To be admitted to Dillon Marina and to continue to be moored at this marina, a vessel must be registered, have registration identified, marked, equipped and maintained as required by law, shall at all times be capable of moving from its slip under its own power, and shall at all times present a clean, well-maintained appearance. The Lessor shall have the right to inspect the vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips in a manner acceptable to the Lessor, or the Lessor, after notice to the Lessee, will properly secure the vessel for the Lessee, without liability, and will charge the Lessee for the labor and materials for this work.
4. Lessees will provide the Lessor with keys or lock combinations for the main hatches and engine hatches of their vessels. Lessor will store said keys in locked cabinets accessible only to responsible Dillon Marina personnel. Lessor will give the keys to no persons other than the Lessee or to Dillon Marina personnel only upon specific prior authorization by the Lessee.
5. In the event of heavy storm, Dillon Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. Lessee agrees to pay for these services as billed. However, the Lessor does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform service work on their own vessels provided however:
 - a. That the work is actually performed by the owner, members of his family, or friends who are not working for pay. Please see item 7 below.
 - b. That the Vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving the use of power tools, paint, paint remover, solvent or the like on any exterior part of the vessel.
 - c. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of Dillon Marina. Tenants should note that serious damage to other vessels has been caused by accidental spills. In the event of an accident spill, the offending parties will be held completely responsible for repair of these damages.
 - d. That the repairs or service shall not involve prolonged or high speed operation of a vessel's engines.
 - e. Marina prohibits unattended open containers of paints and other maintenance supplies on docks.
7. No "outside" contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Dillon Marina until they have:
 - a. Provided written authorization from the owner to enter the vessel and to perform the indicated work.
 - b. Obtained permission from the Dillon Marina Manager to perform such work.
 - c. Scheduled and paid for use of a designated work slip.
 - d. Arranged with the Dillon Marina to have the vessel moved to the designated work slip.
 - e. All contractors are required to submit proof of liability insurance.Contractor personnel violating this rule will be prosecuted as trespassers.
8. Advertising or soliciting shall not be conducted in the Dillon Marina.
9. The Dillon Marina reserves the right to place other vessels in a Lessee's slip, and to charge therefore, when the slip is not being used by the Lessee.
10. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond, or tidal waters. The Dillon Marina supports these regulations and will provide every assistance to the enforcement agencies to assure compliance within the Dillon Marina. Tenants, tenant's family and guests will cooperate by using the Dillon Marina's shore side toilets and placing all garbage and refuse in the receptacles provided by the Dillon Marina.
11. Dumping of portable toilets into our shore side toilets can cause failure of our sewer system. Please dump portable toilets into receptacles specifically provided and marked for this purpose.
12. Tenants shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not in use, or shall be neatly coiled and stowed. The Dillon Marina reserves the right to confiscate hoses and electric cords which are not so stowed.
13. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazard or nuisance to the Dillon Marina or to the other Tenants. In addition to the good housekeeping practices listed above, this rule specifically includes the following:
 - a. Swimming, diving or fishing from the Dillon Marina piers is not permitted.
 - b. No charcoal or open fires will be allowed on the Dillon Marina premises except in designated picnic areas.
 - c. Dogs will be kept on a leash at all times. Owners are expected to clean up after their pets promptly.
 - d. Children shall not be unsupervised at any time on the Dillon Marina grounds.
14. All boats wishing to utilize Dillon Marina's shore power system must meet the American Boat and Yacht Council's Standards for Electrical Systems. Dillon Marina reserves the right to inspect boats for adherence to these standards, and to refuse service to any boat not so equipped.
15. The Marina Manager may limit overnight camping if Marina or Lake conditions, in the sole discretion of the Marina Manager, so warrant.
16. All inboard and stern drive boats shall have oil absorbent materials located in bilge area.