

WET/DRY STORAGE RENTAL AGREEMENT  
LAKE MOHAVE MARINA ("MARINA")

**SCHEDULE A**

Slip or Dry Space # \_\_\_\_\_  
Contract # \_\_\_\_\_

**\*\*NOTICE:** All vessels will be inspected by Marina personnel prior to acceptance into the marina for compliance with EPA regulations governing required marine sanitation systems/devices (33 CFR 159.7). If vessel is found to not be in compliance, then corrections must be completed immediately or the Wet/Dry Storage Rental Agreement becomes null and void with no refunds issued.

Inspected By \_\_\_\_\_ Determination \_\_\_\_\_ Date \_\_\_\_\_

**RENTER NAME**

Drivers License # \_\_\_\_\_ Email \_\_\_\_\_

Home Address \_\_\_\_\_

Street City State Zip

Business Address \_\_\_\_\_

Street City State Zip

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_

**BOAT DESCRIPTION**

Mfg. \_\_\_\_\_ Type \_\_\_\_\_ Color \_\_\_\_\_

Boat Name \_\_\_\_\_ Reg # \_\_\_\_\_ Hull # \_\_\_\_\_

Type of Power \_\_\_\_\_ Mfg. \_\_\_\_\_ H.P. \_\_\_\_\_

Boat Length \_\_\_\_\_ ft. Width \_\_\_\_\_ ft. Slip Length \_\_\_\_\_ ft. Billing Length \_\_\_\_\_ ft.

**LEGAL OWNER**

Home Address \_\_\_\_\_

Street City State Zip

Boat Trailer - License Number \_\_\_\_\_ Mfg. Serial # \_\_\_\_\_

In case of emergency, if you cannot be contacted please provide name and phone number of the person you wish us to contact.

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Coverage Verified \_\_\_\_\_ Initial \_\_\_\_\_

(Minimum \$300,000 liability with marina co-insured required.)

ANY CHANGES AFFECTING THE ABOVE SHALL BE REPORTED TO THE MARINA OFFICE IMMEDIATELY. \_\_\_\_\_ Initial \_\_\_\_\_

Mail Statements To: Residence ( ) Business ( )

**To be completed by moorage department**

Commencement Date of Agreement \_\_\_\_\_ Prorated Portion of Commencement Month \_\_\_\_\_ %

First Full Month Rental Agreement \_\_\_\_\_

**RENTAL FEE PAYMENT SCHEDULE:**

Initial Payment

Monthly Payment

Monthly Moorage Rental \_\_\_\_\_

Initial Prorated Portion of Monthly Rental \_\_\_\_\_

Moorage Deposit \_\_\_\_\_

Monthly Dry Storage Rental \_\_\_\_\_

Dry Storage Rental Deposit \_\_\_\_\_

Dock Box Monthly Rental \_\_\_\_\_

Other Charges \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**INITIAL**

I understand that I am liable for all moorage fees incurred until a checkout slip is obtained from the marina office.

I have read and agree to all terms of the printed contract attached to this Schedule and the moorage rules and regulations.

Please add my email to your mailing list to receive news and updates on Lake Mohave Marina.

**RENTER**

**SEVEN RESORTS, INC.**

SIGNATURE: \_\_\_\_\_  
Date

SIGNATURE: \_\_\_\_\_  
Date



## WET/DRY STORAGE RENTAL AGREEMENT SEVEN RESORTS, INC.

Seven Resorts, Inc. AND:

\_\_\_\_\_ (Renter)

Renter hereby rents from Seven Resorts, Inc. the above referenced slip or dry storage space (the "Premises") located at the Marina for the term and in accordance with the terms and conditions contained in this Agreement and in Schedule A attached hereto and by this reference incorporated herein.

The terms and conditions of this Agreement are as follows:

1. This Agreement is for the purpose of providing storage space for the Boat described in Schedule A (the "Boat"), such space to be used and occupied at the sole risk of owner. Seven Resorts, Inc. shall not be liable or responsible for the safety, care, custody, control or protection of renter's Boat (including gear, equipment and contents), or for any loss or damage thereto, of whatever kind or nature. There is no warranty of any kind as to the condition of the floats, walks, gangways, ramps or mooring gear, nor shall Seven Resorts, Inc. be responsible therefore, for injuries to persons or property occurring thereon, or for any other reason whether herein specifically stated or not. Renter acknowledges that; (I) Seven Resorts, Inc. does not accept any Boat for storage and is not responsible therefore, in the capacity of a warehouseman or garage keeper, (II) no bailment is hereby created, and (III) the moorage or storage space rented shall be used and occupied only by renter and only for moorage or storage of the Boat described in Schedule A.
2. The moorage fee payable hereunder is as set forth in Schedule A on the reverse side of this Agreement. Such fee may be increased by Seven Resorts, Inc. upon not less than 30-days written notice. Such moorage fee is due and payable on the first day of each month and becomes delinquent if not paid by the fifth of the month. All accounts past due by thirty days or more shall bear interest at the rate of 1½% per month. A charge of \$25 will be levied for any checks not honored by renter's bank.
3. This Agreement may be terminated by either party by 30-days written notice to the other party. Notice shall be given by certified mail, postage prepaid, via the United States Mail, addressed to either party as their names and addresses appear in Schedule A. If renter should change their address and/or telephone number, Seven Resorts, Inc. must be so advised in writing. \_\_\_\_\_ **Initial**
4. Renter agrees to abide by and to cause their guests, agents and contractors to abide by the rules and regulations of any municipality, county, state or federal agency governing the recreational area of which the Marina is a part or in which the Marina is located as the same may now exist or as amended from time to time also by any rules and regulations that may now or hereafter be established by Seven Resorts, Inc. covering the mooring of boats and the responsibilities and duties of renter (the "Moorage Rules and Regulations"). Renter hereby acknowledges receipt of the current Moorage House Rules and Regulations, a copy of which is attached to this Rental Agreement. Seven Resorts, Inc. may make nondiscriminatory changes in such rules and regulations by delivery of a copy of such changes to renter and all other boat storage tenants. A copy of the rules is also posted at the Marina moorage office. Violation or breach of any of the rules by renter constitutes a material breach of this Agreement.
5. Renter has examined and knows the condition of the Premises and has received the same in good order and repair, and shall keep and maintain the Premises in a clean and sanitary condition at all times, and upon the termination of this Agreement shall surrender the Premises to Seven Resorts, Inc. in the same condition as when rented. Renter shall not install or place any personal property, equipment, dock boxes, lockers, etc. of any type or shape on the Marina docks, floats or walkways. Renter shall not discharge any sewage, hazardous waste or any other matter into the water or on the grounds of the Marina. All trash shall be removed from the premises and deposited in proper containers. If renter has a need for additional storage such as dock boxes or lockers, then they must be rented from Seven Resorts, Inc.
6. Renter warrants that renter's Boat is to be used for pleasure only and not in any commercial undertaking or use, for rental, or for a time-share operation and agrees to vacate the Premises, upon written notice, if renter's Boat is, at any time, used for any purpose other than as a personal pleasure craft. Renter also agrees that the vessel covered under this Agreement and moored in a wet slip or in dry storage may not be used as a permanent or temporary residency for the vessel owner. The renter further agrees to limit the amount of time spent on his or her vessel while moored in the marina in compliance with governmental or company rules and regulations. Number of allowable days per month or year is noted in marina house rules. It is clearly understood that non-compliance with the residency or overnight stay limits will result in an immediate termination of this Agreement and owner will be asked to vacate the marina as soon as possible.
7. Upon 30-days advance written notice, Seven Resorts, Inc. shall have the right to move renter's Boat to a different slip or, if this contract is for dry storage, to a different dry storage space within the Marina. In addition, Seven Resorts, Inc. is authorized to move the Boat from the particular space leased by this Agreement at any time in case of any emergency, without liability to Seven Resorts, Inc. and/or Seven Resorts, Inc. personnel for damages and/or loss resulting from their actions in such cases.
8. If the Premises consist of an in-water boat slip, renter shall secure the Boat in the Premises with rope lines properly tied and secured at all times so that the Boat will be secure in all weather conditions. Seven Resorts, Inc. has no obligation to protect renter's Boat nor is Seven Resorts, Inc. obligated to take any action or perform any services with respect to renter's Boat. Seven Resorts, Inc. may, however, at any time take such steps and perform such services with regard to renter's Boat as, in its sole discretion, it shall deem proper to protect renter's Boat, Marina property, or the property of others. Seven Resorts, Inc. shall not be liable for loss of or damage to the Boat occurring before, during or after the time that said services shall have been performed, or for failure to provide any or all such services. Renter shall pay for all services performed as for goods or materials used in any work done, whether because of emergency or otherwise, in an effort to protect or safeguard renter's Boat, or other boats, Marina property or persons from damage by renter's Boat, regardless of the success of such efforts.
9. (a) Seven Resorts, Inc. is not an insurer of and is not responsible for the property or person of renter, his guests, invitees, or any other person who comes onto the Marina on renter's account. Renter agrees that he is

totally responsible and liable for damage and/or loss to his own Boat, the boats of others and Marina property resulting from actions taken by himself, renter's Boat or other persons on Marina as his invited guests, agents or contractors. Renter waives any claim against Seven Resorts, Inc., its shareholders, officers and employees and agrees to hold it and them harmless by reason of any damage or loss to renter's Boat including boat gear, equipment and contents (whether by fire, theft, collision, sinking, destruction, acts of terrorism, acts of war, or otherwise) or for the trailer on which the Boat rests, howsoever occasional, including acts of God and by reason of any injury or claim of injury to renter or his guests, agents or contractors by reason of the physical condition of the mooring or storage space hereby granted, or any of the approaches thereto or exits therefrom.

- (b) Renter shall carry liability and Marine Coverage insurance in amounts acceptable to Seven Resorts, Inc., naming Seven Resorts, Inc. as an additional insured, insuring against the hazards of injury to persons and property damage. Written evidence of such coverage shall be furnished to Seven Resorts, Inc. upon request and with each insurance policy renewal. \_\_\_\_\_ **Initial**

10. This Agreement shall be deemed automatically cancelled if renter's Boat is declared by Seven Resorts, Inc. or any governmental agency to be unsafe, unsightly, un-seaworthy and/or a hazard to itself, the surrounding boats, or the Marina or if, by the Boat's presence, there is a possibility of pollution to the grounds or waters in or around the Marina. \_\_\_\_\_ **Initial**
11. Should Renter breach any terms or conditions of this Agreement or of the Moorage Rules and, or if Renter fails to pay the Mooring/Slip/Space fees as agreed, or fails to pay any other sum owed by Renter to Seven Resorts, Inc.s, or if Renter's Boat is considered a hazard or unsafe, then Seven Resorts, Inc. may, without waiving any other remedy it may have pursuant to law or this Agreement, terminate this Agreement upon 30-days written notice to Renter. Upon termination or expiration of this Agreement pursuant to any provision of this Agreement, Renter shall promptly remove his Boat from the Premises, cause all gear, equipment and materials belonging to Renter to be removed therefrom. If Renter fails to comply with any requirements specified in the foregoing sentence, Seven Resorts, Inc. may, in addition to any other remedy to which it is entitled pursuant to this Agreement or law, take all necessary action to remove Renter's Boat from the Premises and place said Boat in dry storage with no liability to Seven Resorts, Inc., or Seven Resorts, Inc.'s shareholders, officers or employees. If Seven Resorts, Inc. shall remove Renter's Boat from the Premises and place said Boat in dry storage, renter will be responsible for all costs of labor, services and material required to complete such action. Renter will also be responsible for the dry storage use fees accrued for the account of Renter until such time as Renter removes his Boat from the Marina.
12. Seven Resorts, Inc. shall have a lien upon the Boat for the rental fees and charges due. Seven Resorts, Inc. may take possession of the Boat wherever and whenever found and return it to the Marina and hold or dispose of the Boat according to law. Renter agrees to pay all costs incurred in so enforcing Seven Resorts, Inc.'s rights hereunder.
13. If it should become necessary for Seven Resorts, Inc. to employ attorneys for the purpose of compelling legal enforcement of any of the provisions of this Agreement, or for causing the removal or the sale (to satisfy delinquent or other charges) of the Boat, Renter agrees to pay all costs and expenses including attorney fees and court costs, or other fees incurred by Seven Resorts, Inc. in connection herewith.
14. Acceptance by Seven Resorts, Inc. of rental fees in advance of any current rental month shall not constitute a waiver of any of the terms and conditions of the agreement, nor shall such acceptance constitute any guarantee of continued usage should violations of other terms of this Agreement occur.
15. Waiver of any condition by Seven Resorts, Inc. shall not be deemed a continuing waiver of the same or any other condition of this Agreement. This Agreement and the Moorage Rules and Regulations contain the entire understanding of the parties hereto and no oral waivers, alterations, or additions shall be honored unless mutually agreed to by both parties in writing.
16. This Agreement is not assignable by Renter and in the event that Renter shall sell the Boat, Seven Resorts, Inc. shall have the right to terminate this Agreement. So long as Renter is not in default hereunder. Renter may, however, store an alternative boat in the Premises in lieu of the Boat described in Schedule A provided (a) such new boat shall fit in the Premises without overhang, (b) such new boat is duly registered with Seven Resorts, Inc., and (iii) such new boat is insured as provided in Paragraph 9(b) hereof. \_\_\_\_\_ **Initial**
17. Upon execution of this Agreement, the Renter agrees to deposit with Seven Resorts, Inc., an amount equal to a full month's rental as a moorage deposit to secure the full and faithful performance by renter of their obligations pursuant to this Agreement and as partial consideration for the execution of this Agreement by Seven Resorts, Inc. The moorage deposit will be over and above the first month's rental and/or any prorated amount thereof due at the execution of this Agreement. This moorage deposit will be used against the last month's billing and then any balance remaining will be due prior to the boat being removed from the marina. The moorage deposit must always be equal to the monthly fixed fee amount. Therefore, during the term of the Agreement, Seven Resorts, Inc. will bill for the necessary increases to the moorage deposit to compensate for monthly rate charges. Seven Resorts, Inc. has the right to co-mingle the moorage deposit with other funds of Seven Resorts, Inc. and renter shall not be entitled to any interest on such deposit.
18. If more than one renter is named under this Agreement, the obligations of such Renters shall be and is joint and several.
19. Seven Resorts, Inc. may assign or transfer this Agreement or any of its rights hereunder in its sole and absolute discretion.
20. The provisions of Schedule A set forth on the reverse constitute a part of the Agreement as well as the moorage rules and regulations.
21. Only the legal owner(s) as stated on the legal registration/title of the vessel, noted in this document, shall sign this Agreement and become the renter. The only exception is in the case when a power of attorney is presented authorizing legal representation. \_\_\_\_\_ **Initial**
22. Slip renter agrees to act in accordance therewith and to follow the direction of the Marina Moorage Manager in all matters concerning environmental procedures.
23. Marina is not responsible for any and all losses as a result of an electric power failure regardless of the circumstance or duration.

Renter's Signature \_\_\_\_\_

Date \_\_\_\_\_