Muskogee City-County Port Authority The River Center at Three Forks Harbor 5201 Three Forks Rd. Fort Gibson, OK 74434



OFFICE: 918.682.7886 FAX: 918.683.4811

Slip Rental Agreement

| Customer Information: | | | | | |
|--|-----------------------------------|--------------------|---------------------------------------|--|--|
| Boat Owner (Last, First): | | | | | |
| Mailing Address: | City: | State: | Zip Code: | | |
| Cell Phone: | Work Phone: Home Phone: | | | | |
| Email Address: | Statement Preference:PrintEmail | | | | |
| Driver's License #: | State Issued: Birth Date: | | | | |
| Would you like to place a credit card on | file?YES1 | NO (If yes, please | fill out required authorization form) | | |
| Emergency Contact: | Emergency Contact Phone: | | | | |
| Business / Company Informa | ation (if any): | | | | |
| Business / Company Name: | | | | | |
| Mailing Address: | City: | State: | Zip Code: | | |
| Operator or Co-Owner Information (If any): | | | | | |
| Name (Last, First): | Driver's License #: State Issued: | | | | |
| Mailing Address: | City: | State: | Zip Code: | | |
| Email Address: | Cell Phone | : | | | |
| Operator or Co-Owner is responsible for all billing: YESNO | | | | | |
| Boat Information: | | | | | |
| Boat Name: | Make: | | Model: | | |
| Year of Boat: | Fuel Type: | Gas | Diesel | | |
| Registration #/State: | USCG Registration #: | Hul | I ID#: | | |
| Length: E | Beam: | Draft: | | | |
| Boat Type: Commercial Fishing | SailPower | Multihull O | ther: | | |
| Boat Trailer Make: Boat Trailer Plate: | | | | | |
| Outboard: Make Model | Year | Serial No | Нр | | |

| Terms of Lease: | | | |
|--|--|--|--|
| From:/to/ | Fee due for Slip: \$ (month / year) | | |
| Payment is due: 1 st Day of each month. | Late fee of \$25.00 due if not paid by the 10 th of each month. | | |
| Payment is due. I Day of each month. | Late ree of \$20.00 dde if not paid by the 10° of each month. | | |
| First payment proration: \$ | Paid until:/ | | |

- Lessor retains the sole right to re-designate the dock space leased to a similar space within the Marina.
- 2. Lessor may refuse to rent dock space to any person for any reason.
- 3. No open fires are permitted on docks or within a slip.
- 4. Lessee agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written consent of the Lessor.
- 5. If Lessee desires to dock a boat other than the craft referenced on page 1 of this Agreement, he/she must obtain the written permission of Lessor and pay any additional charges attributable to the size of the craft. No reduction of rent shall occur for smaller boats.
- 6. Only those persons specified on page 1 of this Agreement shall be permitted to enter or operate the boat in the marina.
- Lessee agrees to hold Lessor harmless and not liable for any loss caused or incurred during launching, storage, transporting, or commissioning
 caused by weather or any other event beyond the control of Lessor.
- 8. Lessor does not guarantee that electrical service shall be continuous. Lessee shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Lessor. Electricity may be metered and charged in addition to rent
- 9. Use of any open flame device, toxic chemicals or other hazardous equipment or supplies in the docking area is prohibited.
- 10. No gasoline containers are allowed to be stored on or may be transported over the docks. All gas and oil must be handled at the sales dock, service dock or at the loading ramp.
- 11. This Lease will automatically be renewed at the current rate for another one-year term unless tenant notifies landlord in writing of tenant's decision to terminate said lease at least 30 days prior to the date of the expiration of the current lease term.
- 12. Lessor will not be responsible for freezing or heat loss of any nature.
- 13. Lessee shall use the docks and attached facilities for reasonable and typical boating activities. Lessee shall keep the dock area clear of all gear, tackle, and other obstructions. Lessee agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the harbor or docking area. Lessee shall not cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Lessee shall comply with all laws and regulations.
- 14. Lessee may perform minor maintenance work on his/her boat in the marina as long as such work doesn't interfere with the rights of other lessees, or the operation of the marina and Lessee complies with all environmental regulations. If Lessee wishes to have someone other than himself/herself work on his/her boat in the marina, prior approval must be obtained from Lessor. Lessor may require each outside serviceman to deliver to Lessor, evidence of liability insurance coverage naming marina as an additional insured in the amount of \$2,000,000 and a standard certificate of workman's compensation.
- 15. If Lessee violates any of the terms and conditions contained in this Agreement or those posted in the marina office, Lessor shall have the option of terminating this Agreement upon ten (10) days written notice to Lessee. Lessee shall remove his/her boat from the marina prior to the end of the ten (10) day period. Verbal abuse of marina personnel may result in lease termination.
- 16. Lessee grants to Lessor all maritime liens (Oklahoma Section 42.91, the Oklahoma Self Service Storage Lien, and all federal maritime liens) upon the boat, motor, all attached equipment, and all personal property within the boat, to secure any and all services and materials supplied to Lessee by Lessor during the term of this Agreement. Lessee gives Lessor the authority to seize the boat and its contents and to foreclose the lien through the provisions of Oklahoma Statute 42.91.
- 17. Lessee shall not remove his/her boat from the rented dock space until all charges secured by the liens described in item #16 have been paid in full
- 18. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Agreement or any amounts due and secured by the liens described in item #16 of the Agreement.
- 19. If Lessee fails to remove in a timely manner his/her boat and equipment from the rented dock space at the termination of this Agreement, Lessee agrees to pay to Lessor rent based on a higher daily fee until the boat is removed, the collection of which rent may be enforced in the same manner as set forth previously for other rent due.
- 20. INSURANCE AND RELEASES- Lessee agrees to have the watercraft covered by a full watercraft insurance package (hull coverage as well as indemnity and liability coverage of \$500,000 Combined Single Limit) naming Marina as an additional insured and requiring the Insurance Carrier to give the Marina 30 days advance notice of the cancellation of the policy. Lessee agrees to release, discharge, and hold harmless the Lessor from all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina. This release, hold harmless and discharge obligation shall cover without limitation any loss or damage resulting from Lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, and any act of God. Lessee waives any subrogation right against Lessor.
- 21. In an emergency, Lessor shall be permitted but is not obligated to move, protect, or secure Lessee's boat. Lessee will be billed at Lessor's prevailing rates for the service rendered as posted in the marina office. Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf

| Print Name: | Signature: | Date: |
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