

CEDARCROFT CLUB, INC.

2022 MARINA RENTAL AGREEMENT

THIS RENTAL AGREEMENT, is made on the _____ day of _____, 2022

BETWEEN:

CEDARCROFT CLUB, INC., - referred to as the "Cedarcroft"

AND:

_____, residing at _____

_____, referred to as the "Boat Owner"

Phone Number: _____ Emergency Phone Number: _____

Size of Boat: _____ feet. Name on Boat: _____

Registration No. on Boat: _____ E-Mail address: _____

1. **Premises:** Cedarcroft does hereby lease to the Boat Owner and the Boat Owner does hereby rent from Cedarcroft the following described premises: BOAT SLIP # _____ located in Cedarcroft Marina to be used for the aforementioned boat. Slip subletting is prohibited.
2. **Term:** The Boat Owner does hereby rent from Cedarcroft the boat slip aforesaid for the period from April 1, 2022 through December 31, 2022. The Boat Owner may get a right of first refusal for renting the slip for the following year, however the Boat owner is subject to forfeiture of the slip if the Boat Owner fails to moor or dock their boat for 2 consecutive seasons. The Harbor Master has the sole right of transferring the Boat Owner to another slip and moving Boat Owners around depending upon the sizes of the boats, if it becomes necessary. Boats left in the Marina after December 31st will be charged at the rate of \$15 per day.
3. **Rent:** The Boat Owner agrees to pay the fees as determined by Cedarcroft as detailed on this contract for the time period noted. No refunds or proration shall be given during this period.
4. **Insurance:** The Boat Owner shall supply Cedarcroft with a copy of the Boat Owner's Insurance including liability insurance prior to the time the boat is docked into the slip. No boat will be allowed to dock in the slip without insurance.
5. **Responsibility of Boat Owner:** The person who signs this contract shall assume all responsibility for all damages to Cedarcroft Club property caused by guests on the Cedarcroft property, vandalism/theft to the boat, marina, other boats in the Marina or Boat Owner's boat. Only minor repair work is permitted at the slip. Storage of oils or other fluids is not permitted. All water hoses must have functioning nozzles. Electric Cords must be marine grade. Only nylon lines of at least 3/8 in. are permitted to secure boats. Dock boxes allowed but must be on a secure platform approved in advance by the Harbor Master.
6. **Non-Liability of Cedarcroft:** Cedarcroft will not be liable for any damage to the boat, theft or injury which may be sustained by the Boat Owner or Boat Owner's agents, servants, employees, guests, licensees, invitees, assignees or successors resulting from the carelessness, negligence, physical health & ability or improper conduct on the part of the Boat Owner or Boat Owner's agents, employees, guests, licensees, invitees, assigns or successors. The Boat Owner does hereby hold harmless Cedarcroft from any and all damage and/or liability claims, either to themselves as Boat Owner, to their boat or Boat Owner's agents, employees, guests, licensees, invitees, assignees or successors arising from their possession of the boat slip.
7. **Termination for Non-Compliance of Rules:** In the event a Boat Owner fails to comply with the rules and regulations as set forth by Cedarcroft, Cedarcroft shall have the right to terminate this lease upon 5 days written notice to the Boat Owner, at Boat Owner's last known address. Boat Owner shall remove his boat from the Marina immediately upon notice from Cedarcroft and all monies paid to Cedarcroft shall be considered liquidated damages and not returned to Boat Owner.

This Lease Agreement contains the entire agreement between both parties and the Boat Owner has signed this rental agreement on the day and year first above written. By signing this agreement, Boat Owner will abide by its terms and conditions as stipulated or immediately remove his boat from the slip upon 5 days written notice from Cedarcroft Club.

Boat Owner