# Grafton Harbor 2023 - 2024 Lease Agreement

 **DeSherlia Marina Management hereby issues License to the slip holder for the period commencing on the**

 **1st Day of April, 2023 at 12:01 am and expires on Sunday, March 31st, 2024 at midnight. Slip or slips to be used for the purpose of maintaining a permanent place of dockage of said herein described vessel with the following limitations:**

Owner’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2nd Owner’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2nd Owner’s Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wk. Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Boat Owners Information:* E-mail**:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **2nd E-mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Slip Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Slip Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make/Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length: \_\_\_\_\_\_\_\_ Beam: \_\_\_\_\_\_\_\_\_ Draft\_\_\_\_\_\_\_ Height \_\_\_\_\_\_ Mfg. Year: \_\_\_\_\_\_\_\_\_\_\_

Type: \_\_\_\_\_Houseboat \_\_\_\_\_Cruiser \_\_\_\_\_Runabout \_\_\_\_\_Pontoon \_\_\_\_\_Personal Watercraft

Registration State/No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hull # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***1st Vessel Insurance Information:*** Certificate of Insurance & Registration must be provided for each vessel

Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy Exp. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amount of Liability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 ***2ndVessel Rate and Slip Assignment:***

 Slip Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Annual Slip Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make/Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length: \_\_\_\_\_\_\_\_ Beam: \_\_\_\_\_\_\_\_\_ Draft\_\_\_\_\_\_\_ Height \_\_\_\_\_\_ Mfg. Year: \_\_\_\_\_\_\_\_\_\_\_

Type: \_\_\_\_\_Houseboat \_\_\_\_\_Cruiser \_\_\_\_\_Runabout \_\_\_\_\_Pontoon \_\_\_\_\_Personal Watercraft

Registration State/No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hull # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***2nd Vessel Insurance Information:*** Certificate of Insurance & Registration must be provided for each vessel

Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy Exp. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amount of Liability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Slip Rental May Be Paid by Check, Cash or Credit Card. *There is a 3% Fee for Slip Rental Paid by Credit Card.***

**Slip Rental 2023 – 2024 Boat # 1 \_\_\_\_\_\_\_\_\_\_\_\_\_ 3% Grafton Slip Rental Tax \_\_\_\_\_\_\_\_\_\_\_**

**Slip Rental 2023– 2024 Boat # 2 \_\_\_\_\_\_\_\_\_\_\_\_\_ 3% Grafton Slip Rental Tax \_\_\_\_\_\_\_\_\_\_\_**

**Slip Rental 2023 – 2024 PWC Rental \_\_\_\_\_\_\_\_\_\_\_\_\_ 3% Grafton Slip Rental Tax \_\_\_\_\_\_\_\_\_\_\_**

**Total Slip Rental & 3% Slip Rental Tax for 2023 – 2024 \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit Payment (Due Fri., Feb. 10, 2023) \_\_\_\_\_\_\_\_\_\_\_Check # \_\_\_\_\_\_ Credit Card \_\_\_\_\_ Cash\_\_\_\_\_Date\_\_\_\_\_\_**

**Balance \_\_\_\_\_\_\_\_\_\_\_**

**Final Payment (Due Fri., March 31, 2023) \_\_\_\_\_\_\_\_Check # \_\_\_\_\_\_ Credit Card \_\_\_\_\_ Cash\_\_\_\_\_ Date\_\_\_\_\_\_**

**Balance \_\_\_\_\_\_\_\_\_\_\_**

**BOAT OWNER 1 (Please Print):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Boat Owner’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**BOAT OWNER 2 (Please Print):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Boat Owner’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**Grafton Harbor Terms and Policies**

DeSherlia Marina Management Inc., hereinafter called *"Marina" or “we”*, does hereby let to the undersigned boat owner, hereinafter called *"Owner" or “you”*, one space for each boat as described on the lease agreement, 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. It is understood by Owner that any reference to a boat or vessel herein, whether singular or plural, is applicable to each and every vessel moored at Marina.

1. **THIS AGREEMENT**: is for the ***2023 - 2024 boating season.***  It is mutually understood that the charges are based on an annual rate and that the rental fee for this space is payable in advance. The rental period will be for the stated dates. 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 re-lets 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. By this reference, the rates and terms on Marina’s 2023 Rate Sheet are hereby incorporated into this Agreement and will establish the rental amount for your slip as set forth on the 2023 Rate Sheet. If Owner’s boat remains in the slip after the end of this Agreement’s term (or the 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 the earlier termination) until a new agreement is entered or the boat is removed. If at any point during the term of this Agreement, owner is ten (10) or more days late with any payment to Marina, owner will be obligated to pay the Marina its daily transient rate retroactive to the original due date going forward until the balance due is paid in full. Grafton Harbor has the right to evict any slip holder at any time for violating any of the terms of this agreement and/or for violation of any of the rules and regulations as set by the Marina and has the discretion not to renew this agreement at the end of the term for any reason.
2. **3% SLIP RENTAL TAX**: There is a 3% slip rental tax on all PWC port rentals and cover and uncovered permanent slip rentals.
This tax will be charged upon each PWC or slip rental payment.
3. **MOORAGE RENTAL RATES**: are based on storage for the boat or boats described above. Any and all secondary auxiliary boats, annual or part time, 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).
4. **PERSONAL INJURY & PROPERTY LOSS**: The storage space is to be used at the sole risk of Owner. Owner, on behalf of himself or herself and his/her heirs and assigns, hereby agrees to release, indemnify, and hold harmless the Marina 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, on behalf of himself or herself and his/her heirs or assigns, hereby agrees to release, 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. 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, and such indemnity shall include Marina’s costs and expenses (including reasonable attorneys’ fees).
5. **LIMITED LIABILITY**: The Slip License Holder acknowledges that he/she has inspected the slip & docks and is satisfied that they are adequate for the safe berthing of his/her vessel. This agreement is not a bailment of said vessel but a license for the use of Grafton Harbor and Grafton Harbor’s responsibility is limited to supervision and maintenance of the marina facility and waterfront property. Grafton Harbor reserves the right to board and if necessary, go below deck or to remove any vessel from its slip when necessary to preserve person or property or to allow for the routine maintenance or safety of the facility but Grafton Harbor assumes no responsibility for tending mooring lines or removing said vessel from its slip.

 DREDGING: All boats will be moved during dredging. Please notify the marina if we need to be aware of any issue with your

 boat or lift. Grafton Harbor will make a reasonable effort to advise Slip License Holders of dangerous conditions involving their

 vessel, which may require the Slip License Holder’s attention, but such notification shall be considered gratis by the Slip License

 Holder and is not part of the consideration given herein and Grafton Harbor assumes no liability for dangerous conditions, it’s

 attendant result or for any failure to notify the Slip License Holder of such conditions. Furthermore, Grafton Harbor assumes no

 liability for damages caused by the Slip License Holder, Slip License Holder’s vessel, or the Slip License Holder’s guests, and the

 Slip License Holder agrees to hold Grafton Harbor harmless for any such damages. Grafton Harbor assumes no liability for

 damage caused by weather, flood, or other “Acts of God”.

1. **SLIP ASSIGNMENT**: Grafton Harbor retains the right of final assignment of any and all slips and to reassign such slips as necessary when such assignments are deemed to be in the best interests of Grafton Harbor. Every reasonable effort shall be made to assign the slip in accordance with the wishes of the Slip License Holder except that no slip shall be assigned which will not completely accommodate the intended vessel. License Reassignment: Slip Holder licenses are exclusive and cannot be reassigned without written consent from the Marina.
2. **SINKING VESSEL**: In the event the Slip License Holder’s vessel, for whatever reason, sinks in the slip or in the waters used by customers of Grafton Harbor, Grafton Harbor may, if the Slip License Holder cannot be immediately contacted and said sunken vessel constitutes a safety, environmental, and/or navigation hazard take immediate steps to raise and repair or remove the vessel. All costs shall be the responsibility of the Slip License Holder.
3. **INSURANCE:** The Slip License Holder, prior to occupying the slip assigned, shall secure a complete Marine Insurance Policy, including Liability Insurance in an amount no less than $500,000 for a boat 40 foot or less in length and no less than $1million for all boats 41 foot and more in length showing DeSherlia Marina Management Inc. as “additional named insured” and agrees to furnish a certificate of said insurance to Grafton Harbor.
4. **ELECTRICAL SERVICE**: If electricity is supplied to the rental space, a charge for electricity used 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. This shall include sailboats.
5. **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 and such addition must be removed at the owner’s expense upon departure if requested by the Marina. All unauthorized additions or alterations will be removed with the Owner being assessed for the cost of the removal.
6. **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)** 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.

 **(d)** Anyone that wants to move or exchange slips must notify marina management to secure written approval of same.

1. **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.
2. **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) Gasoline, motor boat fuel or flammable liquids may not be transferred from shore onto docks, slips, or boats. Fuel or oil may not be discharged or bilged into the waters of the marina or onto its roadways or parking areas.

(b) 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.

(c) 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.

(d) Swimming, diving or bathing is prohibited within the waters of the Marina, except at such times and places as may be set for such purposes.

(e) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for transporting persons for hire, rental of boats. or for public or freight carrying of any kind without the written consent of Grafton Harbor.

(f) The wake created by all boats operated within the harbor must not cause damage or discomfort to the boats berthed or their occupants. A boat owner is responsible for moving at idle speed only and is responsible for any and all damage caused by the wake created by his or her boat.

(g) 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 11:00 pm and before the hour of 7:00 a.m. a state of general quiet shall prevail. Noise of any source shall be kept at a level appropriate with the time of day and with all consideration given to the mutual enjoyment of the harbor by all Slip License Holders and their guests. Harbor Management and/or their assigned representatives shall have the final decision on the appropriate acceptable noise level at any given time. Grafton Harbor is a family friendly marina. Inappropriate behavior is prohibited.

**(h) Slip Holders shall not place supplies, materials, accessories, refrigerators or debris on the docks and shall not construct thereon any lockers, chests, steps or similar structures without the express written permission of Grafton Harbor. Dock and lawn furniture must be white.**

(i) As a Slip License Holder, you have license to use the space between the dock fingers. Therefore, Slip Holders are prohibited from attaching items permanently to the dock structure, drilling holes in the dock structure or altering the dock structure in any way without the express written permission of Grafton Harbor.

(j) Only the Slip Holder or an approved contractor may perform maintenance or repairs on any vessel moored at Grafton Harbor. Installation and/or maintenance of lifts requiring alteration of dock structures shall be performed by Grafton Harbor staff only.

(k) An adult must accompany young children at all times.

(l) No advertising or soliciting is allowed in Grafton Harbor. Signs advertising the sale of the Slip Holder’s own vessel may be displayed on the vessel in a nominal size.

(m) Cooking Grills (electric only) are allowed. The License Holder shall be responsible for replacement of any deck pads or dock materials stained or otherwise defaced by use of Cooking Grills on the dock.

(n) Boats must be able to motor on their own power and do so twice a year.

(o) No wires or hoses shall be permitted to lie on pavement of docks.

(p) Pets 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, 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.

**(q) Long-term trailer parking is prohibited on Marina property and/or the Marina parking lot. Trailers left longer than two days are subject to removal at Owner's expense. Marina is not responsible for any trailers on the property.**

(r)No trash may be put on the slips or docks for pick-up that can not be contained in a proper trash bag. A $10.00 fee for removal of such trash will be assessed against any Owner for violation of this policy.

(s) 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 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.

(t) All vessels shall be properly maintained mechanically and kept in a clean and orderly condition insofar as the exterior appearance is

concerned. Marina reserves the right to, at its sole discretion, enter upon and repair or clean any vessel exhibiting conditions inconsistent with this provision at Owner’s expense.

(u) No golf carts or gas powered vehicles of any kind are permitted on docks.

(v) 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 Marina 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 requited to make the vessel safe and free from defects which may endanger life, property, or natural environment.

(w) Lessee shall be responsible for notifying Marina of any Arrival/Transfer/Departureof vessel(s).

(x) Anyone convicted of a crime can be subjected to immediate removal from the marina.

(y) Excessive water usage will be charged accordingly.

(z) Marina has access to DISH Network and Direct TV Satellite. There will be a $90 charge for the customization of the pedestal if lessee chooses to connect. In the event lessee moves to another slip, this charge will recur, unless the pedestal has already been customized.

1. **SECURITY INTEREST FOR UNPAID AMOUNTS:** Owner hereby grants DeSherlia Marina Management 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 below and as otherwise available in connection with the security interest granted hereby, including taking possession of the boat, and the sale of boat and its contents.
2. **COLLECTION COST:** If a breach in this agreement occurs, Owner agrees to pay to Marina its attorney’s fees, court costs, and all other expenses incurred by Marina in collecting or attempting to collect payment.
3. **REMEDIES**: Should a breach of this Agreement 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: 1) immediately convert the Owner’s payment schedule to the daily transient rate. 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 the costs and expense, including attorneys’ fees, in enforcing the Marina’s 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 an involuntary depository with only the duties and responsibilities provided by law thereunder.
4. **POOL RULES**: For the safety and comfort of our slip holders, all pool rules posted in the pool area must be followed. All guests must be accompanied by a slip holder.
5. **CREDIT IS EXTENDED AS A COURTESY AND MAY BE WITHDRAWN AT ANY TIME:**

Owner agrees to pay a service charge of $100 per month on any Slip Rental charge, Marina charge, Electrical and/or other charge(s) that remain outstanding for 30 days. Gas can not be charged.

1. **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.
2. **RULES AND REGULATIONS**: Grafton Harbor reserves the right to establish such rules as are necessary to provide for the safety and comfort of the marina and its Slip License Holders and to amend such rules as necessary. A list of rules is included and/or attached and shall be considered a part of this agreement. Grafton Harbor shall post governmental regulations as required, and the Slip License Holder agrees to adhere to these Rules & Regulations as posted and/or amended.
3. **JURISDICTION:** The Slip License Holder and Grafton Harbor mutually agree that jurisdiction and venue for any disputes shall be in the Circuit Court of Jersey County, Illinois.

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

***Your signature verifies that you have read and agree to all Grafton Harbor Terms and Policies.***

**BOAT OWNER 1 (Please Print):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Boat Owner’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**BOAT OWNER 2 (Please Print):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Boat Owner’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***