



East Shore
MARINA AT BEAR LAKE

Annual Boat Slip Rental Agreement 2021 Season

This Rental Agreement is for Marina Slip Number: _____

This AGREEMENT for the annual lease of a boat slip in the East Shore Marina at Bear Lake is between Bear Lake Sands, LLC, owner and rights holder of the East Shore Marina (subsequently referred to as "East Shore Marina") and the Lessee ("Lessee") as identified herein;

Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

Emergency Contact: _____

1. Rent Payments and Deposits

Annual rental for the boat slip is set for (\$1,200 – 20 foot slip, \$1350 – 25 foot slip) the entire season. Rental rates are set for each season based on supply and demand. Past rental rates are no guarantee of future rates.

The season is defined as from May 15th through October 31st.

Rent is due by April 15th, one month in advance of the season. Failure to pay rent by this date can result in forfeiture of the slip for that season, and loss of any deposit.

Advance deposits may be required to reserve a slip, depending on supply and demand. The full value of a deposit will be applied to the annual rent charge. No interest will be accrued or paid on deposit amounts.

Deposits will be returned in full upon cancellation of a reservation as long as the cancellation is made in writing or via email WITH RECEIPT ACKNOWLEDGED by April 1st of the given year. Deposits for reservations cancelled after April 1st will not be returned.

Slip rental is for the entire season only. Partial season rentals are not available.

2. Safety Inspection

Upon first arrival to the Marina for the season, the Harbormaster may conduct a safety inspection of the vessel. In addition, the Harbormaster may require a safety inspection of the vessel during the season, particularly if there is reason to believe the vessel is unsafe.

If a vessel is determined to be unsafe by the harbormaster, the owner will have seven days to remedy the situation. Failure to remedy the situation can result in loss of use of the slip and forfeiture of the rental payment.

3. Priority for Future Season Rentals

Lessees who rent a slip for a full season without incident or complaint will have priority for slip rental in future seasons over newcomers. Wherever possible, the same slip will be made available to the Lessee. However, no guarantee is made that a lessee will be able to lease a slip in a subsequent year.

4. No Guarantee on Lake Level

Due to the uncertainty associated with lake level in Bear Lake, no guarantee of the viability and accessibility of a slip is made by this Agreement.

If the lake level drops below the level of viability before the beginning of the season, the rental fee minus the deposit amount will be returned to the Lessee. In this case, the Lessee will retain their place on the order of priority for leasing of slips the following year. The Lessee can request the return of their deposit, in which case they will lose their place on the order of priority. Deposits from a year lost to lake level will not apply to future lease payments.

If the lake level drops below the level of viability during the season, the pro-rata amount of the rental fee minus the deposit may be returned to the Lessee.

5. Adherence to Policies and Restrictions

This agreement is subject to the Lessee's adherence to the East Shore Marina *Policies and Restrictions.s*

6. Termination of Lease

Lessee may, at any time, terminate this lease by giving thirty (30) days notice in writing or via email WITH RECEIPT ACKNOWLEDGED. Return of any rental payments will be at the discretion of East Shore Marina.

Any violation of the Policies and Restrictions by the Lessee can result in termination of the lease, forfeiture of rental, and loss of priority for future year rentals.

In the case of a violation, East Shore Marina or the Harbormaster will inform the Lessee of the violation in writing or via email. The Lessee will have ten (10) days from the date of notice to remedy the infraction. Failure to remedy the infraction can result in termination of this lease upon thirty (30) days from the date of the notice and require removal of any vessel.

7. Non-transferability

This lease is non-transferable and non-assignable.

8. Indemnification Against Liability

The Lessee agrees to indemnify and hold harmless East Shore Marina from and against any claims, losses, liabilities, injuries, damages or death arising from the Lessee's use of the Marina.

9. Jurisdiction

This lease is subject to the laws of the State of Idaho and, where appropriate, to the State of Utah.

Email filled out agreement to:

marina@bearlakeeastshore.com

or mail to:

Bear Lake East Shore
PO Box 213
Laketown, UT 84038