



## Suncrest Park Association

### BOAT SLIP RENTAL AGREEMENT

**ON THIS THE** \_\_\_\_\_ **Day of** \_\_\_\_\_ **(month)** \_\_\_\_\_ **(year)**. This Boat Slip Rental Agreement is entered into on the above date by \_\_\_\_\_ of **Slip #** \_\_\_\_\_ with a property address of \_\_\_\_\_ and **Membership #** \_\_\_\_\_ as the Renter for the dockage of a \_\_\_\_\_ (year) \_\_\_\_\_ (ft) \_\_\_\_\_ (make boat/vessel). Vessel Registration # \_\_\_\_\_.  
The Renter warrants that they own the above described vessel.

**Limit on Use.** This Agreement only applies to allow dockage of the described vessel. If Renter desires to dock a vessel other than referenced above, Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from. Maximum length for Ski/Wakeboard Boat is 19' feet and maximum length for Pontoon boat is 24' feet.

**Term of Agreement** This Boat Slip Agreement is for:

The period May 1, 20\_\_\_\_ thru April 30, 20\_\_\_\_ inclusive, after which time, if not sooner terminated; it may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.

**Rental Rates.** The rental rate shall be **\$300.00**. **All slip rentals shall be paid in advance of the first day of boat slip usage.** Dockage rental shall not be prorated or transferable.

### RULES AND REGULATIONS

1. Renter agrees to be bound by the current **Suncrest Park Association's (SPA) Rules and Regulations** adopted by the **SPA Board of Directors**. This includes having the proper form completed and on file with **SPA** before the vessel arrives at the park.
2. Renter agrees not to transfer, sublet, assign, or permit the use of their slip by any other person or vessel than described above.
3. Renter's vessel shall not be used as living quarters, while docked in their boat slip, without prior written consent of the SPA.
4. No fires of any nature shall be permitted upon the surface of any dock area. This shall include cooking apparatus without regard to type of fuel utilized.
5. Renter agrees to equip vessel with adequate mooring lines and fenders and insure that vessel is safely docked with lines adequate for weather conditions. Renter shall further comply with all government regulations relating to safety equipment on the vessel.
6. Renter agrees not to place "For Sale" signs or any other signs of advertisement on vessel, while it is on the premises, without written consent of SPA.
7. No toilet facilities shall be used on the vessel while docked in the boat slip, except US Coast Guard approved facilities.
8. Renter shall not store the vessel trailer on park property over night without prior written authorization of SPA.
9. Renter and/or its guests or invitees shall not perform or permit to be performed any illegal activity within the Suncrest Park Property.
10. The Renter is responsible for proper insurance coverage on the vessel.
11. Said **Rules and Regulations** may be lawfully changed from time to time by **SPA**. It shall be the responsibility of the Renter to abide by these **Rules and Regulations**, and to keep apprised of the most current permutation of such **Rules and Regulations**. In any explicit conflict between renter and this agreement including the **Rules and Regulations** shall be determined by the SPA Board of Directors.

**LIABILITY**

Renter agrees to indemnify, defend and hold harmless SPA against any and all claims, actions proceedings, damages and liabilities including reasonable attorney's fees, arising from or in connection with renters or their guests or invitees use of the renter's boat slip, whether caused directly or indirectly by renter or their guest or invitees.

SPA is not responsible for any damage to renter's vessel or property caused by fire, theft, vandalism, electrical failure or other acts attributable to acts of God or a third party.

**BREACH**

At SPA's sole discretion, breach of any terms of this Boat Slip Rental Agreement by the renter or renter's guests or invitees, may automatically terminate the Boat Slip Rental Agreement and SPA shall have no further liability, including refund of any monies paid in advance by renter.

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Signature of Renter

Date of signature

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Signature of SPB Member

Date of signature