

2008 Slip Assignment & Agreement

Ole Miss Marina

PO Box 505 Red Wing, MN 55066

Office: 651-388-5839 Cell: 651-764-0247 Gas Dock: 651-388-8643 RW Port Authority: 651-385-3638

Fax: 651-388-2395

Email: kevintraster@olemissmarina.com

Website: www.olemissmarina.com

Assigned slip

Visa/ Mastercard

Credit card # _____

Exp. Date: _____

Boat Name
Length & Beam
Make & Model

Slip Fee

Non-refundable deposit due January 15, 2008

\$ 300.00

Terms = April 1 – Oct 31, 2008

Non-refundable balance of fees due March 31, 2008

\$ _____

1. This agreement is for use of slip space only, and such space is to be used at the sole risk of the boat owner. The Red Wing Ole Miss Marina, hereinafter known as "MARINA" shall not be liable for the care or protection of the boat (including its gear, equipment and contents) or for any loss or damage to the boat, its contents, gear, or equipment. The Owner agrees to release, indemnify, and hold harmless the MARINA from any and all claims, losses, suits, demands, and liabilities as a result of any injury, loss, or damages to the Owner or his boat, or related equipment, or to other persons or property which may caused to be injured or damaged by the Owner, his agents, or employees, or any and all other person or persons.
2. All boats must be covered by a policy of general liability insurance and provide a copy to marina with contract.
3. Lessee agrees that should he sell or part with possession of the boat, the new owner or possessor has no right to the space allotted to the boat and MARINA will re-rent slip. Lessee agrees that after July 15th 2007 there will be no slip refunds if owner sells his vessel and moves from the marina. Deposits are non-refundable.
4. MARINA reserves the right to re-assign slips to be compatible with boat size.
5. No open fire on main boom or slips.
6. Electrical cords and water hose should be run under docks.
7. Front of boat cannot hang out over walkway.
8. Lesser may, from time to time, rent slip out to overnight boaters, with no money exchange to lessee. MARINA reserves the right to rent out your slip until you return. Please let the MARINA personnel know if you are going to be gone for an extended period of time.
9. All children must be kept under proper adult supervision while at MARINA.
10. A \$30.00 fee will be charged on all returned checks, plus all legal fees incurred to recover the debt.
11. If lessee's conduct is inimical to the marina or to the other boaters in the marina, such as rowdy or rude behavior, drunkenness, improper supervision of children, guests, or dogs, or physical damage to marina property, cancellation of rental agreement may occur after having been given one warning of such. All will be quiet at 11:00 p.m. to 8:00 a.m.
12. No riding of skate boards, roller blades, or bicycles on docks.
13. MARINA reserves right to change policy and rules from time to time.
14. Contracts for the next season will not be sent to those who have an outstanding balance from previous season.
15. If you are considering trading your boat in on a larger one, the marina must be notified in writing prior to docking the boat. MARINA management will review boat size to determine compatibility with slip. With any increase in boat length lessee agrees to pay additional fees which may apply.
16. Failure by lessee to comply with any and all of the rules set forth in the contract may result in the forfeiture of the slip for the duration of the season and the following season. MARINA reserves the right to cancel this slip agreement with no refund of deposit if slip is not paid in full by the due date.
17. All subcontractors hired by Lessee to work on their boat must have adequate liability insurance on file with MARINA and be approved by MARINA to have access to marina property.
18. Balance of summer fees must be received by March 31, 2007. If the full balance is not received, it will be noted you no longer wish to slip with us and you will be removed from the roster. There will be no grace period or exceptions. You may apply for the waiting list for the next boating season, but are in no way guaranteed a slip. If there is an extension granted there will be an 18% interest per month re-billing fee for unpaid balances.
19. There are no other invoices sent out, it is up to you to get the second payment in. A reminder will be in the newsletter in the spring.
20. All boats MUST be removed from the Marina by October 31st or boat will be removed at owner's expense by Ole Miss Marina and placed in storage facility until paid.
21. All storage and slip fees must be paid in full before boat will be launched in the spring. If your boat is preventing the boat in back of yours from being launched on their scheduled date, you will be charged to have your boat moved and re-blocked.
22. You must be present for the launch of your boat. If you can not be there, the Marina will not be held responsible in any way for your boat brought to your slip. If you choose for the Marina to drive your boat, it must be in good operating condition or it will be taken back to the lot and re-blocked and the owner will be charged.

Signature _____

Date _____