

# Seasonal Dock Rental Agreement

## Lorain Harbor Boat Club

PO Box 697, Lorain, Ohio 44052  
440-288-0500

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Lorain Harbor Boat Club, Inc, 108 Alabama, Lorain, Ohio 44052, County of Lorain, State of Ohio hereinafter known as LHBC, and the Active/Lifetime member: \_\_\_\_\_ who resides at \_\_\_\_\_ city \_\_\_\_\_ and state \_\_\_\_\_ zip \_\_\_\_\_ the BOAT OWNER hereinafter known as the OWNER and Tenant, and is subject to the terms and conditions laid out below and on the back:

This seasonal dock rental agreement is for the period of April 15, 20\_\_\_\_ to November 15, 20\_\_\_\_ inclusive.

### Boat Information:

Make: \_\_\_\_\_ Name of Boat: \_\_\_\_\_  
LOA: \_\_\_\_\_ (Including bowsprits and swim ladders) Beam: \_\_\_\_\_ Doc/OH Number: \_\_\_\_\_  
Member Emergency Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Make/Model of Car(s): \_\_\_\_\_ License Plate #: \_\_\_\_\_

To reserve a dock this contract, a 20% deposit and proof of boat insurance must be received. All requested information on this form must be filled out. A copy of the completed form will be provided  
Cancellation Policy: You may cancel this contract before April 15<sup>th</sup> and receive a refund minus a cancellation fee. Cancellation fee varies: By Jan 1, 10%; By Feb 1, 20%; By March 1, 30%; By April 1, 40%; By April 15, 50%.  
No refunds awarded if canceled after April 15<sup>th</sup>.

Slip # Previous Season: \_\_\_\_\_ Slip # Next Season: \_\_\_\_\_  
Total Seasonal Dock Rate for selected slip: \$ \_\_\_\_\_ X .20 = \$ \_\_\_\_\_ (20% Deposit)

This is a member-run club, dock rental requires an Active Membership: \$ \_\_\_\_\_

Discounts: Paid in full by November 1: 2%; Paid in full by January 1: 1%; Add sales tax to any membership fee

### Payment Options:

- Pay in full with your completed agreement
- Pay the balance in up to 8 equal installments due on the first of November through June. Installment payments more than 30 days late will be assessed a 5% monthly late fee.
- \*\*\* All balances for dock and storage must be paid in full before you may occupy your dock \*\*\*

### Method of Payment:

- Check # \_\_\_\_\_ Amount \_\_\_\_\_
- Installments: \_\_\_\_\_ payments of \$ \_\_\_\_\_ each are due on the first of each month, November through June.
- Credit Card: \_\_\_\_\_ Expire: \_\_\_\_\_ CVV: \_\_\_\_\_ Amount: \_\_\_\_\_  
(LHBC assesses a 3% handling fee to cover processing of credit card charges against contractual payments)

Comments, Instructions, Other:

OWNER/Tenant agrees that all charges for dock, repairs, supplies, materials and other services accruing under the terms of this agreement shall give LHBC/Landlord a valid lien upon the OWNER's boat and/or motor and that no boat shall be removed from the LHBC/Landlord's premises until all charges are paid.

Mail completed form, deposit, and payments to: LHBC, PO Box 697, Lorain, Ohio 44052

Agreement Accepted by:

Principal Owner:

LHBC:

Owner:

## Seasonal Dock Rental Agreement – Additional Conditions

These Terms and Conditions govern dock rental at LHBC. The boat owner/tenant of a dock agrees to abide by all conditions herein.

**Liability Limitations / No Bailment** - Notwithstanding anything to the contrary contained in these terms and conditions, in any application or in any other form, the tenant shall not be deemed a bailee, nor shall LHBC be deemed a bailor. LHBC does not insure the property of the tenant. LHBC will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the LHBC marina facilities.

**Tenant Releases and Discharges** LHBC, its officers, board members, and employees from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on the facilities of LHBC, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any Act of God, whether said boat is being docked, parked, stored or hauled by an agent of LHBC or not.

**Tenant's Insurance** – Tenant agrees, at all times, to keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance, at tenant's sole cost. A copy of your coverage declaration should accompany your dock agreement.

**Slip Assignment** – Assignment of slips is at the discretion of LHBC. LHBC reserves the right to assign and/or re-assign slips. All efforts consistent with good business practices and Members' rights and desires will be exercised in making assignments. Slips may be assigned and/or re-assigned based on the most appropriate slip size for the vessel.

**Use of Premises** – Tenant agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the tenant will keep dock and premises free and clear of gear, tackle and all other obstructions, and further agrees to throw or discharge nothing, including treated or untreated effluent or sewage from head or holding tanks, fuel, oil or any other material that could cause a sheen upon the water, into the marina basin.

**Rules and Regulations** – Tenant agrees to obey all rules and regulations contained herein as well as the LHBC Marina and Clubhouse Ground Rules as posted in the Clubhouse and attached hereto. Any infraction of these rules shall be a default under this agreement. LHBC's recourse of a default shall include termination of the dock agreement upon ten (10) days written notice.

**Different Boat** – If the tenant desires to dock a boat other than the one described above, tenant must first secure permission of LHBC, fill-out any documentation updates and pay any additional fees, as applicable.

**No Assignment** – Any rights granted under this Seasonal Dockage Agreement are personal to the tenant and are not assignable by the tenant to any other party without written consent of LHBC.

**Electrical Use** – The use of marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc, are prohibited except by special permission. LHBC cannot and does not guarantee the continuity of electrical service where provided. The charging of boat batteries from marina outlets is permitted.

**In case of Emergency** – As determined by LHBC, LHBC shall be authorized to move a tenant's boat, if possible and practical, to a safer area to protect the boat, property or general welfare if the boat is unattended and the tenant cannot be contacted. However, under no circumstances is LHBC under any obligation to provide this service. Any costs incurred by LHBC shall be billed at the yard rate to the tenant. The tenant agrees to indemnify LHBC and hold LHBC harmless from any and all liability, loss or damage caused by or to their boat, which may arise out of failure of the tenant to move the boat, the inability of LHBC to contact the tenant, or by the movement of the boat by LHBC. In general, the tenant shall be solely responsible for any emergency measures.

**Use of hazardous materials**, torches, open flames, inflammable/toxic products or other hazardous material/equipment is prohibited.

**LHBC will not be responsible for delays** in hauling, launching, winter lay-up or commissioning occasioned by inclement weather, water level changes or any circumstances beyond LHBC's control.

**Boat Repairs** – Tenant may work on their own boat if such work does not interfere with the rights, privileges and safety of other persons or property. LHBC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on tenant's boat while on LHBC premises to first provide LHBC with a standard certificate of workman's compensation and liability insurance coverage before work commences. All fuel and oil must be carried in approved containers and disposed of in a lawful manner. LHBC does not provide waste oil or fuel disposal. Failure to meet these requirements will require that the tenant's boat be removed from LHBC premises during third-party repairs.

**Removal of Boat / Penalties** – In the event the tenant fails to remove their boat/property from the marina at the termination of this agreement LHBC may, at its sole option: 1) charge a member's account a penalty dockage fee of \$20/day; 2) avail itself of the remedies in the section on Liens; 3) avail itself of any other remedy available to LHBC under law.

**Failure to Pay / Liens** – It is understood and agreed that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full. If the tenant breaches any of the terms of this Agreement, or further fails to pay any fees or assessments made hereunder, then, in such an event, LHBC shall have a warehouseman's lien on the tenant's boat which is using an LHBC dock under the terms of this Agreement and LHBC shall have the right and power necessary to prevent removal of the tenant's boat from the marina, without risk of liability, until the tenant has paid any outstanding balances in full. It is further agreed that this lien right is without prejudice to LHBC's other legal rights, in law and in equity, to collect any sums due hereunder or to enforce any of the terms contained herein.

**NSF Checks** – All checks returned as non-sufficient funds shall be charged an additional \$30.00 fee.

**Collection / Legal Fees** – Tenant agrees that in the event suit is brought on behalf of LHBC against tenant to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the tenant shall pay LHBC's reasonable attorney fees plus costs for such suit or collection, as provided by law.

**Late Fees** – LHBC has the right to charge a late fee on any installment plan payments that are more than 30 days past due date.