



KANE'S MARINA
530 Clester Road • P.O. Box 572
Detroit Lake, Oregon 97342
Ph. (503) 854-3362

Slip No. _____
Season Prepaid \$ _____
Electricity \$ _____

RENTAL AGREEMENT

Date: _____

Parties: (1) _____ (Tenant; and
(2) KANE'S MARINA

The parties agree as follows:

- 1. That K.M. operates and maintains an anchorage or landing (the Marina) at 530 Clester Rd. for the rental of space to yacht owners and operators, and for its own use and benefit in the operation of its various departments and services, but is not engaged in the business of public wharfing.
2. Tenant agrees to pay to K.M. \$ _____ per season, payable in advance by March 1, as rental for space for the following described vessel without live-aboards, and further agrees to abide by all K.M. Rules and Regulations, conform with all City, County, State laws and ordinances, and Health, Welfare, and Safety laws, and all regulations of public authorities. This Agreement shall commence on _____ 20, _____ and end on September 15 (or as water levels permit).
3. The vessel which is the subject of the Agreement is described as follows:

Name of Boat _____ Power () Sail ()
Built By _____ Year Built _____
Boat Number OR _____ Length O.A. _____ Beam _____
Insured By _____
Owner's Name _____ Residence Phone _____
Residence Address _____
Business _____ Business Phone _____
Business Address _____
Mail Statements to: Home () Office ()

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- 4. Except as otherwise provided herein, the Agreement may be terminated by either party on ten (10) days written notice to the other, provided that rent to and including the date fixed for termination is paid before giving such notice by Tenant. This Agreement is nonassignable and the leased space cannot be sublet. K.M. reserves the right to assign the boat to another slip in the Marina at any time.
5. Tenant agrees to use the boat for pleasure only and not for any commercial purpose, and agrees to vacate the premises upon written notice whenever said boat is used for other than pleasure.
6. Tenant agrees not to store any equipment on the dock or fingers.
7. Dogs must be on a leash not to exceed 6 feet in length, at all times. Dog nuisances will be a violation and grounds for immediate cancellation of this Agreement without notice. Persons exercising pets are required to clean up debris.
8. No major repairs or overhauls shall be made on Tenant's boat while moored at the Marina. The extent of any repairs permitted shall be at the discretion of the Marina. Tenant's vessel shall be kept in neat and orderly manner.
9. No "For Sale" or other signs may be placed on Tenant's vessel or boat slip. K.M. is hereby authorized to remove nonapproved signs.
10. When Tenant's boat enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered, maneuvered as directed and moored in a safe manner. All connections to Marina electrical receptacles shall be grounded.
11. Tenant shall not throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, or oily bilges into the water or upon the premises of K.M.
12. There shall be no laundering or drying of wearing apparel on deck or rigging at the Marina.
13. Engine shall not be operated in gear while boat is secured to dock. Unnecessary operation of engines in berth shall not be permitted.
14. The Marina reserves the right to inspect Tenant's boat at any time to determine if it is properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
15. The speed limit within the Marina shall be 5 M.P.H., which Tenant agrees to observe.
16. There shall be no swimming from the Marina.
17. No cleaning of fish at any time on dock or fingers shall be permitted.
18. Children under twelve (12) years are not permitted on floats unless accompanied by their parents or other responsible adults.
19. Tenant agrees to pay for any damage, direct or indirect, caused by Tenant or any of his agents, employees, children or guests. The conduct on the Marina of such persons is the responsibility of the Tenant.
20. Tenant shall promptly notify Marina of any unsafe or hazardous condition that comes to his attention.
21. Tenant shall notify Marina when he expects his boat to be away from its slip for any period in excess of one week.
22. All persons living aboard Tenant's boat must notify K.M. and register.
23. Tenant agrees to comply, and to cause his agents, employees, children and guests to comply, with all posted rules and regulations of K.M. as fully as though they were set forth herein, and should any such person breach any provision of this Agreement or violate any posted rule or regulation, K.M. may terminate this Agreement immediately, remove the boat from her mooring space at Tenant's risk and expense, and retake possession of the mooring space.
24. Should K. M. employ an attorney to enforce payment of any sum due herunder, or to enforce any obligation of Tenant hereunder, Tenant agrees to pay costs of such action, together with reasonable attorneys' fees, regardless of whether suit is filed, at trial and upon appeal.
25. Either party may give the other party any written notice provided herein by personal delivery or by deposit in the United States Mail directed to the appropriate address shown above. Notice by mail shall be deemed to have been given on the day following the date of deposit.
26. This Agreement may be modified only in writing signed by the party against whom enforcement is sought. No waiver of any breach of any of the provisions of this Agreement shall be construed as a waiver of any succeeding breach of the same or of any other provision.
27. Boat pumping is the responsibility of the tenant. All boats requiring pumping by K.M. will be billed \$5.00 for each pumping.
28. Tenant agrees to hold K.M. free and harmless and indemnify K.M. against all claims, loss or liability from and on account of any damage or injury to third persons or the property of third persons on account of any act or omission on the part of Tenant or his agents, employees or guests, or in the use of the moorings or mooring space for the boat.
29. By this Agreement, K.M. merely grants Tenant the license to use and occupy moorage space for Tenant's boat and assumes no responsibility beyond that of a mere licensor. Neither K.M. nor its officers, agents or employees shall have any liability for any loss of or damage of any kind to Tenant's boat, her gear, equipment or personnel, for any cause, including theft, fire, collision, chafing and sinking. Further, neither K.M. nor its officers, agents, or employees shall have any liability to Tenant for any loss of or damage of any kind to any other personal property, including motor vehicles, left in or on the buildings, parking lots, or other premises of K.M. for any cause whatsoever, including those mentioned above.

READ THIS CONTRACT CAREFULLY, AS IT CREATES LIABILITY ON YOUR PART AND SERVES TO RELEASE THE MARINA FROM LIABILITY!

KANE'S MARINA



The undersigned has read, understands, and agrees to all of the above.

By _____

Tenant _____