



## 2020 BOAT SLIP RENTAL AGREEMENT

### Waukegan Port District

55 S Harbor Pl Waukegan IL 60085

T 847-244-3133 F 847-244-1348 www.waukeganharbor.com

Slip # \_\_\_\_\_

Slip Size: \_\_\_\_\_

This agreement made and entered into by and between Waukegan Port District and Founders 3 Management Company, hereinafter referred to as "Marina" and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Owner." Whereas Owner is the owner of the \_\_\_\_\_ boat, named \_\_\_\_\_, Reg# \_\_\_\_\_.

All sizes subject to audit. Marina reserves the right to change the contract price, based on the actual boat measurements.

1. To secure a slip for the 2020 season, a \$500 Non-Refundable deposit must be remitted at the time this agreement is made.
2. Owner agrees to pay Marina full payment for the seasonal rental of the Slip as set forth in the (Slip Rent) terms below.
  - a. \$ \_\_\_\_\_ Slip cost
  - b. \$ \_\_\_\_\_ Deposit
  - b. \$ \_\_\_\_\_ Balance due by \_\_\_\_\_.
  - c. Any Slip balance owed after \_\_\_\_\_ will be subject to a 1.5% service fee per month.
3. Marina agrees to rent to Owner a Boat Slip, for fee set forth above, for the 2020 boating season. Owner may occupy the Slip commencing any time after March 1, 2020 weather and ice permitting and must vacate the Slip no later than December 1, 2020.
4. This contract may be renewed annually at Marina's discretion subject to change of terms and conditions. Marina will transmit a renewal contract at least \_\_\_\_\_ days prior to December 1, 2020. Failure to remit \$500.00 non-refundable deposit and signed executed copy of the contract to Marina by December 1, 2020, may at option of Marina, be denied renewal.
5. By signing this contact, Owner acknowledges receipt of a copy of the current Rules and Regulations of the Marina and agrees to abide by said Rules and Regulations. Failure to follow the Marina Rules and Regulations may result in termination of this Agreement, eviction of Owner from the Slip for the 2020 boating season, and forfeiture of the Slip Rent.
6. Owner agrees to indemnify Marina and its agents and to hold it and its agents harmless for any loss, liability or damages resulting from injuries to person or property (whether to Owner or to any other person) arising from Owner's use of the Slip or the Marina facilities. Owner agrees to carry **liability of \$500,000.00** to protect Owner's boat, the Marina and all other users of the Marina from any loss, liability or damages resulting from Owner's use of the Slip or Marina facilities. Owner agrees to provide Marina with copy of **'proof of insurance' with Waukegan Port District named as additional insured on the Vessel's liability policy prior to occupying the Slip.** Marina assumes no responsibility for any damages that may result from normal handling of Owner's boat, as determined by industry standards. Only authorized vendors who have provided the Marina with adequate proof of insurance may do work in the Marina. Owner agrees to waive subrogation rights against Marine and insurance company in the event of a loss.
7. Owner agrees to not use the Slip or the Marina facilities for any commercial purpose at any time during the term of this Agreement. (Fishing charters excluded with permission from Marina). The Slip may not be rented or re-assigned to any other person without express consent of the Marina. Marina reserves the right to utilize Owner's Slip any time when vacant. Marina reserves the right to move Owner's boat or watercraft at any time, within the Marina or elsewhere, to protect the property of the Marina or the safety of other slip owners or the public. Marina reserves the right to assign or re-assign Owner's slip location at any time.
8. Owner understands and agrees that the boat will not be removed from the Marina's property if Owner is delinquent in any payment or service charge due to the Marina, and shall result in Owner's boat being impounded and subject to a Vessel Lien.
9. Refund Policy:
  - a. Full refund less \$500 Non-Refundable deposit up to March 31, 2020
  - b. April 1, 2020 to May 31, 2020 20% of the slip fee plus any pro-ration (or \$500 plus pro-ration, whichever is higher) will be retained.
  - c. No refunds as of June 1, 2020.

Name \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Cell Phone \_\_\_\_\_

City \_\_\_\_\_

Home Phone \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marina Signature: \_\_\_\_\_ Date: \_\_\_\_\_