

1. Landlord shall retain the right to designate dock space. Every effort shall be made to assign Tenant the dock space of his/her choice; however, the right of the other tenants and the Landlord's business judgment shall also be the relevant factors in the assignment of dock space.

2. Landlord may refuse to rent dock space to any person for any reason.

3. All space rentals shall be payable in advance.

4. Tenant agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written consent of the Landlord.

5. If Tenant desires to dock a boat other than the craft referenced on page 1 of this Agreement, he/she must obtain the written permission of Landlord and pay any additional charges.

6. Only those persons specified on page 1 of this Agreement shall be permitted to enter or operate the boat.

7. Tenant agrees not to hold Landlord liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the Landlord.

8. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.

9. Tenant shall use the docks and attached facilities for reasonable and typical boating activities. Tenant shall keep dock area clear of all gear, tackle and other obstructions. Tenant agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the docking area. Landlord shall not permit Tenant to: cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility.

10. Tenant may work on his/her boat as long as such work does not interfere with the rights of other Tenants. If Tenant wishes to have someone other than himself or an employee of Landlord work on his boat in the marina, prior written approval must be obtained from Landlord.

11. If slip is to be unoccupied for more than 24 hours, Landlord reserves the right to temporarily occupy said slip for transient boats or for their own use. Owner is to remove dock lines when leaving slip for more than 24 hours.

12. For safety and fire protection, the filling of fuel tanks from transported receptacles will not be permitted.

13. All boats must be properly moored and tied with adequate mooring lines so as to prevent damage to their boats, docks, or pilings. In the event the mooring lines are not strong enough or improperly tied, Landlord shall have the right, but not the obligation, to replace said lines at the expense of the boat owner.

14. If Tenant violates any of the terms and conditions contained in this Agreement or those posted in the marina office, Landlord shall have the option of terminating this Agreement upon ten (10) days written notice to Tenant. Tenant must remove his/her boat from the marina prior to the end of the ten (10) day period.

15. Landlord shall have statutory maritime liens (state & federal) upon the boat, motor and attached equipment to

secure any and all services and materials supplied to Tenant by Landlord during the term of Agreement.

16. Tenant shall not remove his/her boat from the rented space until all charges secured by the liens described in paragraph 15 have been paid in full.

17. Tenant agrees to reimburse Landlord for reasonable attorney fees and costs relating to a suit or other collection efforts by Landlord against Tenant to collect any amounts due under this Agreement or any amounts due and secured by the liens described in paragraph 15 have been paid in full.

18. If the Tenant fails to remove in a timely manner his/her boat and equipment from the rented space at the termination of this Agreement, Landlord shall have the option of:

- A. charging Tenant daily rent on a pro rated basis for the space occupied; or
- B. taking possession of the boat and equipment and locking it to the space occupied; or
- C. moving the boat and equipment to another location; or
- D. pursuing any other remedy available under the law.

19. **INSURANCE-** Tenant agrees to have the watercraft covered by a full marine package (hull coverage as well as indemnity and liability coverage). Tenant agrees to release and discharge Landlord from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Landlord's docking, facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Landlord's employees parking or hauling Tenant's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.

20. If Tenant fails to make his/her space rental payments Landlord may use either of the remedies set forth in paragraph 18. (B,C, or D). If Landlord chooses the remedy in paragraph 18 (C), Landlord may rent space to another Tenant.

21. No signs or advertisements are allowed without written authorization from management.

22. In an emergency situation, Landlord shall be permitted to move Tenant's unattended boat to a safer location if possible however, Landlord shall not be required to provide this service. In the event such service is provided, Tenant will be billed at Landlord's prevailing rates for the service rendered posted in the marina office and Tenant shall be required to pay all costs incurred by Landlord on Tenant's behalf.

Tenant shall indemnify and hold Landlord safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Tenant's boat due to an emergency situation.

23. **BOAT SINKING-** In the event Tenant's boat shall, for any reason sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of Landlord, Landlord may, if Tenant cannot be contacted immediately and if said sunken boat constitutes a safety or navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat. All costs shall be at Tenant's expense.

24. It is understood and agreed that Landlord will not be responsible for any personal property left in the boat.



**BOTTLE BAY RESORT & MARINA**  
 115 Resort Rd  
 Sagle, ID 83860  
 (208) 263-5916

# MARINE

## Boat Space Rental Agreement

SLIP OR SPACE NO. \_\_\_\_\_

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between \_\_\_\_\_  
 \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter known as LANDLORD, and:

OWNER \_\_\_\_\_, hereinafter known as the TENANT, subject to the following terms and conditions:

1. This SPACE RENTAL AGREEMENT is for a period from \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_ inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services.

NAME OF BOAT \_\_\_\_\_ HOME PORT \_\_\_\_\_

BOAT: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Mast Length \_\_\_\_\_ Draft \_\_\_\_\_ Beam \_\_\_\_\_ Radio Call \_\_\_\_\_

LOA \_\_\_\_\_ Color \_\_\_\_\_ Registration No. \_\_\_\_\_

ENG. #1: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Fuel Type \_\_\_\_\_

HP \_\_\_\_\_ Tank Capacity \_\_\_\_\_ Drive \_\_\_\_\_ Serial No. \_\_\_\_\_

ENG. #2: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Fuel Type \_\_\_\_\_

HP \_\_\_\_\_ Tank Capacity \_\_\_\_\_ Drive \_\_\_\_\_ Serial No. \_\_\_\_\_

TRAILER: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Serial No. \_\_\_\_\_

**NOTE: ONLY ITEMS CHECKED BELOW APPLY TO THIS AGREEMENT**

<input type="checkbox"/> SLIP RENTAL	<input type="checkbox"/> MOORING	<input type="checkbox"/> LAND STORAGE	<input type="checkbox"/> TRAILER	<input type="checkbox"/> ELECTRICAL SERVICE
<input type="checkbox"/> DAILY	<input type="checkbox"/> YEARLY	<input type="checkbox"/> SEASON	<input type="checkbox"/> DAILY	<input type="checkbox"/> YEARLY
<input type="checkbox"/> WEEKLY	<input type="checkbox"/> SUMMER	<input type="checkbox"/> RENEWAL	<input type="checkbox"/> SEASON	<input type="checkbox"/> INSIDE
<input type="checkbox"/> MONTHLY	<input type="checkbox"/> WINTER	<input type="checkbox"/> RATE: \$ _____	<input type="checkbox"/> WEEKLY	<input type="checkbox"/> SUMMER
			<input type="checkbox"/> RENEWAL	<input type="checkbox"/> OUTSIDE
			<input type="checkbox"/> MONTHLY	<input type="checkbox"/> WINTER
			<input type="checkbox"/> RATE: \$ _____	<input type="checkbox"/> TO BE CHARGED FOR ACTUAL CURRENT USED
				VOLTS _____ AMPS _____

**SPECIAL TERMS AND CONDITIONS**

**SPACE RENTAL FEES AND SERVICES**

Tenant's Insurance Co. _____ Address _____ City, State, Zip _____ Agent _____  Tenant's Home Address _____ City, State, Zip _____ Phone _____ Tenant's Temp. Address _____ City, State, Zip _____ Phone _____ Employed By _____ Address _____ City, State, Zip _____ Position _____ How Long Employed _____ Auto Lic. Plate No. _____ State _____ Driver's Lic. No. _____ In case of emergency, notify: Name _____ Phone _____	SLIP RENTAL	
	MOORING	
	LAND STORAGE	
	TOTAL SPACE RENTAL FEES	\$ _____
	HAULOUT	
	LAUNCH	
	TOTAL SERVICES	\$ _____
	SUB-TOTAL	\$ _____
	SALES TAX (if Applicable)	
	TOTAL	\$ _____
LESS ADVANCE DEPOSIT		
UNPAID BALANCE	\$ _____	
All Fees Are Due & Payable On Or Before Effective Date		
TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT IS SUITABLE AND ACCEPTABLE.		
I, (We), acknowledge receipt of a copy of this agreement		
PRINCIPLE TENANT <input checked="" type="checkbox"/>		
TENANT <input checked="" type="checkbox"/>		

LANDLORD X \_\_\_\_\_

BY X \_\_\_\_\_

