

1. Application is hereby made to Sutter's Marine Inc. for the use of a boat and or Jet Ski slip and I acknowledge that this is a lease only and the relationship of landlord/tenant is not created by this lease. I agree that it is my responsibility to monitor the condition of the boat and or Jet Ski dock lines, tarps, covers and overall disposition while in the slip. I am aware that weather conditions may cause instability to the docking and tie up methods I use.
2. It is agreed that there will be compliances to the Marina rules and that failure to do so may result in the termination of this lease.
3. Sutter's Marine Inc., its employees and agents, shall not be liable, either jointly or individually, for damage to persons or property while it is within the geographical limits of the Marina.
4. It is agreed that the slip assignments are at the sole discretion of the Marina.
5. It is agreed to hold harmless, to indemnify Sutter's Marine Inc., its employees and agents, against any claim arising from any cause whatsoever to persons or property within the geographical limits of the marina caused by parties whose presence will be assumed with the consent of the lessee, their family and friends.
6. It is agreed that the lessee assumes all risks of injury to the lessee or other persons that arise from the use of marina facilities. The marina disclaims any liability arising from this lease, agreement, et al.
7. The marina is given express permission to move any and all boats / jet skies, etc. in circumstances that may endanger life, property or environment. It is also agreed that the lessee will compensate the marina for cost incurred in removing the lessee's boat and or jet ski, etc. from causing imminent danger, as above.
8. The marina reserves the right to terminate this agreement by presenting notice to the lessee, in writing or by word of mouth, 24 hours prior to termination. The cause of termination shall be based on non-compliance with this lease agreement.
9. It is agreed that the boat / jet ski, etc. will be secured in the slip/plat form in such a manner as to safeguard the boat /jet ski, etc. and any other property or person that can be injured/damaged by improper securing methods. It is incumbent on the lessee to periodically inspect the boat / Jet Ski, for equipment etc. disposition in the slip to assure that it is secured properly. This is especially important prior to, and during, times of severe weather. The marina personnel will "walk the docks" periodically but cannot be held responsible for damage/injury caused by unsafe conditions.
10. There will be no subleasing of a slip whether consideration is present or not without written permission by marina officers. Slip rental fees are non-refundable. Any vacated slips will return to the marina roster.
11. It is agreed that the lessee will compensate the marina for any legal or other costs involved with the collection of the lessee's past due accounts.
12. Lessee must notify Sutter's Marine Inc. if slip is going to be vacant at any time.
13. ALL BOATS / JET SKIS IN SLIPS OR ON MARINA PROPERTY, INCLUDING TRAILERS, MUST BE COVERED BY ADEQUATE INSURANCE.
14. A charge account at the Marina is a courtesy extended to our customers. Please use it wisely and pay promptly. The Marina reserves the right to revoke this courtesy at any time.
15. All children under 12, and anyone who cannot swim, must wear life jackets while on the docks.
16. NO FUEL TANKS ARE TO BE FILLED ON MARINA PROPERTY, EXCEPT AT THE MARINA'S GAS DOCK.
17. Undersized, frayed or rotted dock lines must be replaced promptly.
18. Only Marina personnel are to operate the Marina's equipment.
19. Be considerate – clean the picnic tables and grills after you use them.
20. All pets must be leashed while on Marina property. Please clean up after your pet.
21. All water sport devices are prohibited in and around the Marina docks. Persons wishing to enjoy these sports must do so at a minimum distance of 300' from the docks.
22. All watercraft are to observe NO WAKE ZONE speed limit entering or exiting the Marina channel.
23. All persons using the Marina facilities must observe the Clean Lake Rules set forth by the DEC, CLPW and the Watershed Task Force.
24. There are to be NO FIREWORKS on Marina property.
25. EVERYONE MUST WEAR SHOES ON THE DOCKS.
26. No fishing from the Marina docks or boats docked on Marina property.
27. Any behavior that presents a danger to life or property, or disturbs other Marina customers, will not be tolerated. This will be cause for termination of contract and possible intervention by local law enforcement.

This constitutes the contract, agreement and lease. No verbal agreement will be binding or honored.

Lessee's Signature _____ Date _____

1st Payment _____ Date _____

2nd Payment _____ Date _____