



**MOORAGE AGREEMENT**

Slip No	_____
Slip\$	_____
Electric\$	_____
Extra\$	_____
Total\$	_____
Check#	_____
Visa	_____
MC	_____
Am	_____
Date Paid	_____
Office use only	

Parties: (1) \_\_\_\_\_ (Tenant) and (2) DETROIT LAKE MARINA (DLM)  
 The parties agree as follows:

That DLM operates and maintains an anchorage or landing (the Marina) at **115 Breitenbush Rd** for the rental of space to boat 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.

Tenant agrees to pay to DLM \$\_\_\_\_\_ per season (Season is defined has the date Marina opens till the date the marina closes) these dates are contingent on the level of water in Detroit Lake - the ebb and flow of which is controlled by the weather and the U.S. Corps of Engineers.

Tenant agrees to pay to DLM \$\_\_\_\_\_ per month (30 days) for \_\_\_\_\_ month(s) and is payable in advance of the first day agreement starts and must be renewed prior to end of the term or the boat must vacate the marina. Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

As rent for the following described slip number listed above.

**Moorage rent is nonrefundable.** If Marina does not open, moorage rent paid is then applied to the tenant's following year's moorage.

**The vessel which is the subject of this Agreement is described below as follows:**

Name of Boat \_\_\_\_\_ Built By \_\_\_\_\_ Year Built \_\_\_\_\_

Boat Number OR \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

Owner's Name \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

**All boats must be insured while moored or operated in the marina.**

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

1. This Agreement is nontransferable and the leased space cannot be sublet. DLM may terminate agreement without cause with 10 days written notice to the Tenant. DLM reserves the right to assign the boat to another slip in the Marina at any time.
2. Tenant agrees to use the boat for pleasure only and not for any commercial purpose. No "For Sale" or any other signs may be placed on Tenant's vessel or boat slip. DLM is hereby authorized to remove any non-approved signs.
3. Tenant must get approval by the Marina to attach any type of equipment, tie downs or misc. devices to or on the docks.
4. Dogs, by County law, must be on leash at all times. Dog nuisances will be a violation and grounds for cancellation of this Agreement. Clean up after your dog is required.
5. No major repairs or complete overhauls shall be made on Tenant's boat while moored at the Marina. Extent of any repairs shall be at the discretion of the Marina. Tenant's vessel shall be kept in neat and orderly manner. It is prohibited to do any in-water hull scraping or process that occurs under water that removes paint from the boat hull.
6. 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 and using a working GFCI circuit.
7. 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 DLM. **THE TENANT WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE MITIGATION OF THE WASTE.** No carry on gasoline or transferring of any type of fuel with in the Marina.
8. Do not discharge any Marine Sanitation Devices while moored in the Marina or on the reservoir. Please use Pump-out stations.
9. There shall be no laundering or drying of wearing apparel on deck or rigging at the Marina.
10. Engine shall not be operated in gear while boat is secured to dock. Unnecessary operation of engines in berth shall not be permitted.
11. The Marina reserves the right to inspect Tenant's boat to determine if it is properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
12. The Tenant agrees to observe the no-wake speed within the Marina.
13. There shall be no swimming, floating or fishing while in the Marina. Shoes required on docks.
14. Fish cleaning in designated stations only. Fish solid waste must be disposed of into Garbage receptacles.
15. Children under (12) years are not permitted on docks without life jackets and must be accompanied by a parent or other responsible adults.
16. Tenant agrees to pay for any damage caused by Tenant or any of their agents, employees, children and guests. The conduct on the Marina of such persons is the responsibility of the Tenant.
17. Tenant shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
18. Tenant shall notify Marina when they expect their boat to be away from its slip for any period in excess of one week.
19. All persons living aboard Tenant's boat must get approval from DLM and register all guests.
20. Tenant agrees to comply, and to cause their agents, employees, children and guests to comply with all posted rules and regulations of DLM 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, DLM may terminate this Agreement immediately, remove the boat from their mooring space at Tenant's risk and expense, and retake possession of the mooring space.
21. Should DLM employ an attorney to enforce payment of any sum due here under, or to enforce any obligation of Tenant here under, Tenant agrees to pay costs of such action, together with reasonable attorneys' fees, regardless of whether suit is filed, at trial and upon appeal.
22. Tenant agrees to hold DLM free and harmless and indemnify DLM 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 their agents, employees or guests, or in the use of the moorings, any marina property, decks, docks or mooring space for the boat.
23. By this Agreement, DLM 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 DLM NOR its officers, agents or employees shall have any liability for any loss of or damage of any kind to Tenant's boat, their gear, equipment or personnel, for any cause, including theft, fire, collision, chafing and sinking. Further, neither DLM nor its officers, agents, or employees shall have any liability to Tenant for any loss of nor damage of any kind to any other personal property, including motor vehicles, left in or on the buildings, parking lots, or other premises of DLM for any cause whatsoever, including those mentioned above.
24. All boats requiring water to be pumped out by DLM will be billed \$15.00 for each pumping. If boat sinks or requires any services to be provided by DLM the tenants is responsible for all costs associated with the incident. DLM will make the decision to protect DLM and the environment with or without tenant's permission in any emergency situation at tenant's expense.
25. Decks are to be used at Tenants, their agents, employees, children and guests own risk. Tenant is responsible for any items on or attached to deck. Such as canopy's, tents, BBQ's, and any other items. Renter is responsible for any damages or injuries caused by any items or use from their assigned decks.
26. All house accounts must be backed with a current valid credit card and all charges paid automatically on the last day of the month.

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

(Tenant) \_\_\_\_\_ Date \_\_\_\_\_ (DLM) \_\_\_\_\_ Date \_\_\_\_\_