

VILLAGE MARINA & YACHT CLUB
ANNUAL SLIP LEASE

ACCT #: _____ SOCIAL SECURITY#: _____

TENANT'S NAME: _____

BILLING ADDRESS: _____

CITY/STATE/COUNTY/ZIP: _____

HOME PHONE: _____ WORK PHONE _____

FAX#: _____ CELL#: _____

TYPE OF BOAT _____ LENGTH OA _____ ' _____ " BEAM _____ ' _____ " YEAR _____

NAME OF BOAT _____ REGISTRY # _____

ALL FIELDS MUST BE COMPLETED AND INSURANCE MUST BE ATTACHED

DOCK #: A B C D (E) F G H I JD SLIP #: _____ L - R - E (CIRCLE ONE)

ANNUAL LEASE AMT: _____ BEGINNING _____ ENDING _____

- 1) Definitions. The word "Club" is used to indicate any person authorized to represent the owners of the Village Yacht Club, Lake Ozark, Missouri. The word "tenant" is used here to indicate the owner (or his/her authorized representative) of any boat moored at the Club.
- 2) Lease. In consideration of the rental rates set out above, the Club leases to Tenant the slip as above designated, subject to the terms and conditions of the Lease Agreement.
- 3) Termination. The Club reserves the right, upon 10 days' notice, to terminate this Lease for the following reasons:
 - (a) Failure to keep Tenant's dock space reasonably clean and safe;
 - (b) Failure to adequately dispose of rubbish, garbage, or other waste in a clean and safe manner;
 - (c) Deliberately or negligently destroying, defacing, or damaging any Club property;
 - (d) Habitual intoxication;
 - 4) Loud, noisy, or obnoxious behavior which causes a disturbance to other Tenants.
 - 5) Must not use charcoal grills on dock or boat.
 - 6) Failure to pay required lease payments. 30 + Day Past Due.
 - 7) Failure to use the Village Marina service department for either winterization or summerization.
- 8) Boats for Pleasure Only. To be admitted and to continue as a Tenant of the Club, a boat must be:
 - (a) Used for pleasure only;
 - (b) Registered, identified, marked, equipped, and maintained as required by law and safe practice.
- 9) Insurance. The Tenant agrees to have his/her boat insured with complete marine insurance coverage, including liability coverage, in an amount of no less than \$100,000. Each Tenant will be held responsible for damage he/she may cause to other boats in the Club, or to the structures or facilities thereof. Furthermore, Village Marina shall not be held liable for any damages to any vessel docked at the marina for any reason.
(You may want to check your insurance coverage to see if it includes marine pollution coverage.)
- 10) Salvage Costs. The Tenant agrees to pay all salvage costs of vessel if The Club determines that the vessel is at risk of damaging the Clubs docks, other Tenant's vessels or is at risk of Pollution Liability to the surrounding environment. Such costs can include, but are not limited too, The Club's Service Department taking such actions as hauling the boat out, calling in an outside salvage company to secure the vessel, or any and all spill control kits necessary to absorb oils and fuel from the Lake and any fees incurred from a

hazardous waste response contractor. The Tenant is also responsible for all penalties and fines incurred from DNR.

- 11) Sub-Leasing. No sub-leasing of slips or transfer of boats between slips will be allowed except with prior permission of the Club.
- 12) Securing Boats. All boats shall be secured in their berths in a manner acceptable to the Club, or the Club will adequately secure the boat and assess a service fee. The Club, however, shall not be responsible for the owner's failure to adequately secure his/her boat at all times.
- 13) Responsibility for Third Parties. The Club assumes no responsibility for the safety of any vessel docked in the Club, and will not be liable for fire, theft, or damage to said vessel, its equipment, or any property in or on sail vessel caused by the negligence of third parties who are not owners or employees of the Club or any acts of God.
- 14) Conduct of Tenant. The Tenant agrees that the Tenant's conduct, and the conduct of all guests for whom he/she is responsible, shall not create an annoyance, hazard, or nuisance within the Club. The Tenant agrees to observe good housekeeping and sanitation practices, and to make proper use of garbage receptacles.
- 15) Use of Dock. Tenders and skiffs shall be stored on board larger vessels, when possible. No dock boxes, steps, refrigerators, stoves, etc., may be installed on the dock without written permission from the Club.
- 16) Outside Contractors. No "outside" contractors or service organizations or individuals will be permitted to undertake any work on boats in the Club without the approval of the Club.
- 17) Noise-Prohibited. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, and televisions so as not to create a nuisance or disturbance.
- 18) Solicitation on Premises-Prohibited. Advertising or soliciting shall not be permitted in any part of the Club.
- 19) Storage on Docks. Boat owners shall not place supplies, materials, accessories, or debris on walkways, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the harbormaster.
- 20) Club Membership. All Tenants of the Club shall be authorized to use the facilities of the Village Yacht Club, and are deemed to be members of said Yacht Club during the term of this Lease.
- 21) Cancellation of Lease for Misconduct. Any infractions of the above rules and regulations of the Club by the Tenant shall, at the option of the Club, cancel the Agreement upon 10 days' notice, and the Tenant shall forthwith remove his/her boat.
- 22) Payment of Account. All accounts on which the amount payable is more than 30 days past due are subject to an interest charge of 2 percent per month.
- 23) Remedies. In the event that Tenant fails to pay all rents when due, the Club is authorized to take possession of the vessel and to store it at another location designated by the Club until all rents are paid. The Club is further authorized to terminate this lease and to release the slip to another tenant at the option of the Club if the tenant is delinquent more than 90 days. Tenant understands that it is the Club's policy to chain all vessels if rent is delinquent more than 30 days. The Club reserves the right to exercise all other remedies otherwise authorized by Law.
- 24) Renewal of Lease. This lease will automatically renew on its termination date, under the same terms and conditions, unless Tenant provides the Club/Marina with no less than 60 days' written notice of his intentions not to renew. The Club/Marina may increase the rent by giving the tenant notice of such increase no less than 60 days prior to the renewal date. If the rate increase is equal to or less than 5% then no notice shall be given.
- 25) Premature Termination of Lease. In the event that Tenant pays monthly and vacates the slip prior to the ending date, he/she shall remain liable for slip rental until the slip is released or ending date, whichever event shall occur first.
- 26) No Sale Signs Permitted. No person shall place any signs on any vessel advertising it for sale without permission from the Club. The brokerage of any vessel with a competing broker, without permission from the Club shall be considered to be a breach of this Lease and shall be deemed to constitute a premature termination under Section 22.
- 27) Weapon Policy. In October 2003, the state of Missouri has given certain citizens the right to carry firearms with an appropriate permit. However, property owners have the right to not allow these people on their property. Village Marina has a no weapons policy that forbids any person from carrying weapons

on its property. This has never been a problem, but it is here to notify potential customers of Village Marina's policy on this matter.

- 28) Charcoal Grills Charcoal grills are not allowed on the docks. The only grills that will be allowed are gas grills.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO THE TERMS THEREIN.

Tenant's Signature: _____ Date: _____

PLEASE REMIT SECURITY DEPOSIT OF \$_____

I hereby authorize Village Marina/Village Yacht Club to charge my credit card for any charges owed to the Marina for slip rental, services, goods, or merchandise.

(Mandatory for monthly rentals)

Method of Payment:

_____ MasterCard _____ VISA _____ Discover _____ American Express

Credit Card # _____ Exp. _____

Cardholder's Signature: _____

Office Use Only:

On behalf of Village Marina/Village Yacht Club, I accept this Lease Agreement signed by the Tenant, and entered into on the _____ day of _____, _____.

BY: _____ DATE: _____
VILLAGE MARINA/VILLAGE YACHT CLUB

Protecting Your Marine Investment

By Tim Connell

When doing your due diligence on boat (and dock) insurance, it is advisable to work with an insurance agent that has expertise in marine insurance. It's not simply a matter of calling your home or auto agent under the assumption that they are experts in boating insurance.

Here are a few exposures that many policies do not cover...

POLLUTION LIABILITY – If your boat sinks, for whatever reason, you will receive a call from DNR to remove your boat (and its fuel tanks) from the lake. Some carriers require a separate rate endorsement for this coverage.

SALVAGE COSTS – Much like pollution liability, salvage costs with some boating policies are actually deducted from the value of the boat. If you plan on a comparable replacement boat, this can be a significant drain on your budget. Make certain that your marine policy will handle salvage costs separately.

BOAT REPLACEMENT – Like auto insurance, many boat policies will only pay for the depreciated value of your boat. Again, this can make replacement an unanticipated budget buster. Considering purchasing replacement cost or agreed value coverage, so your claim is not paid on the depreciated value.

DOCK ITEMS – A boat policy will only pay for the items that are actually in or on your boat. Additional decking on your slip, boat boxes, patio furniture, ceiling fans, satellite equipment and other such items on the dock need to be listed as an endorsement to your boat or homeowners policies.

WAVE RUNNERS/BOAT TENDERS – These are not automatically covered under your boat policy and usually require a separate policy.

WINTER STORMS – Most boat policies will not cover damages due to failure to properly winterize your boat. However, another winter exposure is dock collapse on your boat due to the accumulated weight of snow and ice on your dock's roof. After the winter losses of 2006 due to the ice storms, be sure to check with your agent to make sure your boat is covered against such dock collapse damages.

A boat owner's best protection against inadequate or improper insurance coverage is an experienced marine agent. Expert agents know the protections that boaters need, they can empathize with losses that might be sustained and provide the proper coverages for your particular boat, your boating lifestyle and methods of storage.