

2007 Dock Lease Agreement		
➡		➡
Dock Cost	Dock Number	State Registration Number (Mandatory)
	➡	
Owner's Name	Address	City, State, Zip
➡	➡	➡
Home Phone	Business Phone	Insurance Company
➡	➡	➡
Make of Boat	Name on Boat	Policy Number
➡	➡	➡
Length of Boat	Type of Boat (Sail, Cruiser, etc.)	Name on Cradle or Trailer
	➡	
Amount Paid	Social Security Number (Mandatory)	Balance due before entering water

This Lease Agreement, made this _____ day of _____, 20_____, between The New Harrison Marina, Inc. (hereafter referred to as "Lessor", and the above named "Lessee". Lease Agreement begins April 15th and ends November 1st.

The Lessor and Lessee do hereby agree to the following terms and conditions of this Lease Agreement.

1. Lessee hereby agrees to lease from the Lessor (at the rate indicated above) a dock, under the terms and conditions of this Agreement. Lessee agrees to pay the full price of the dock and all unpaid non-dock balances before the boat will be launched and/or the dock can be occupied. Payments toward the price of the dock are nonrefundable.
2. Lessee agrees that it is his sole responsibility to make or have made periodic inspections of the boat while it is in wet storage to insure that the boat is secure and that any boat coverings are properly attached.
3. Lessee shall maintain full hazard insurance and liability insurance with respect to bodily injury and properties on the boat while the boat is in wet storage or in the custody of the Lessor.

Items 4 through 15 continued of reverse side.

ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM OR RELATING TO THIS CONTRACT OR THE BREACH, TERMINATION OR INVALIDITY THEREOF SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF PROCEDURE OF THE MIAMI MARITIME ARBITRATION COUNCIL. THE AWARD SHALL BE FINAL AND SHALL BE ENFORCEABLE BY ANY COURT HAVING JURISDICTION.

Agreement with and receipt of this contract is hereby acknowledged by The New Harrison Marina, Inc. and:

Signature of Docker _____ Date

Witness _____ Date

Upon dockage acceptance and finalization by The New Harrison Marina, Inc. a dock identification decal with the dock number on it will be given to the docker. It must be displayed before occupying the dock space and placed where it can be easily seen when the boat is in the dock.

4. Lessee occupying wet storage for one year may have priority over the same space in subsequent years. This privilege is not guaranteed by the Lessor.
5. Lessee agrees that only reasonable and customary usage will be made of the docks and facilities. No unnecessary disturbance, nuisance, rubbish, or garbage will be permitted on the dock premises.
6. Lessee agrees to comply with the regulations and conditions and what the Lessor may publish and/or post:
 - A. Harbor speed – not to exceed 5 MPH, “NO WAKE” laws enforced.
 - B. Marina property speed – not to exceed 5 MPH.
 - C. Dogs must be on leash at all times.
 - D. No fires allowed on docks.
 - E. All boats must be removed from harbor by November 1st. (It is the Lessee's responsibility to schedule haul out.)
 - F. No swimming or fishing in harbor.
 - G. Electricity – THERE WILL BE AN ADDITIONAL CHARGE FOR AIR CONDITIONERS, LIVE ABOARDS, AND ANY HIGH CONSUMPTION.
 - H. No defacing of dock poles.
 - I. No fueling of boats in the dock areas.
 - J. All water hoses must be equipped with nozzles.
7. Lessee shall keep boat secure with dock lines and fenders to protect dock and other boats.
8. Lessee agrees not to sublease, transfer, sell or permit dock to another party without written consent of Lessor.
9. Lessee shall deliver to Lessor duplicates of all keys to access or operate boat. Lessor shall have the right to enter Lessee's boat in the event of an emergency.
10. Lessee agrees that no person or business will be hired or permitted to perform services upon the premises of the Lessor until they are approved by the Lessor: The following information will be required.
 - A. Date and time work is to be performed.
 - B. Copy of the repair order, signed by owner, giving authority to board boat and perform repairs.
 - C. The person or contractor must comply with the following requirements: Copy of license, evidence of Worker's Compensation insurance, Liability insurance certificate, and waiver of lien.
11. Lessee understands that the Lessor is not responsible to the owner for any loss caused in whole or in part by changing water levels, flood, ice, fire, wind, vandalism, acts of God or any other occurrences, whether the loss occurs to the vessel or the owner's personal property. The owner is responsible to carrying his own insurance to cover such causes of loss.
12. “The owner shall indemnify and hold harmless the Lessor and their agents and employees from and against ALL CLAIMS, damages, losses and expenses, including attorney's fees, ARISING OUT OF THE OWNER'S OPERATIONS PROVIDED IT IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE OWNER or anyone the owner is responsible for, regardless of whether or not it is caused in part by the Marina”
13. I agree that the Lessor shall not be liable at any time for any loss, damage, or injuries incurred by me or my guests in the use of its facilities, together with the use of drives and parking areas, are to be used entirely at my own risk.
14. I agree that any violations of the regulations will be cause for cancellation of my dock privileges without refund of fees.
15. Lessee agrees to pay a service charge of 24% Annual Percentage Rate or 2% APR per month for any late payments, or balances due the Lessor.

Lessor shall NOTIFY IN CASE OF EMERGENCY:

Name _____ Phone _____

Address _____

City, State _____ Zip _____