

**GRIDER HILL MARINA & RESORT**  
**115 Grider Hill Lodge Rd.**  
**Albany, Kentucky 42602**  
(606) 387-5501  
[www.griderhilldock.com](http://www.griderhilldock.com)

**Owner Information**

Boat Owner's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Boat Information**

Boat Name: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Mfg Year: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Type (please circle): Houseboat    Cruiser    Runabout    Pontoon    PWC

**Insurance Information - Proof of Insurance and Boat Registration Required**

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Agent Address: \_\_\_\_\_

**THIS SIGNED RENTAL CONTRACT MUST BE POSTMARKED OR RETURNED TO THE MARINA OFFICE ON OR BEFORE DECEMBER 31, 2009. IF NOT RECEIVED BY THIS DATE, GRIDER HILL MARINA WILL ASSUME THAT YOUR ARE NOT RETURNING, AND YOUR SLIP WILL BE OPENED TO RENTAL BY OTHERS. IN THAT EVENT, YOUR BOAT MAY BE MOVED AT THE OPTION OF MARINA, AT YOUR EXPENSE AND MARINA ASSUMES NO LIABILITY FOR DAMAGES OR COST INCURRED.**

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**2010 DOCKAGE AGREEMENT**

Name \_\_\_\_\_

Slip # \_\_\_\_\_

**Grider Hill Marina**, hereinafter "Marina", does hereby let to the undersigned boat owner, hereinafter "Owner" space for only one boat, subject to such regulations as the Marina may make respecting the use thereof.

1. It is mutually understood that the rates charged are on an annual basis. The rental fee for this space is payable in advance. Said rent is \$ \_\_\_\_\_ per annum. Slip or space rental or contract time is from January 1, 2010 to December 31, 2010. This rental fee is for this space only, and no other amenities, extras or additions are provided by Marina.
2. Rental fee will not be refunded under any circumstances. If this agreement is terminated for any reason whatsoever, Owner will not be entitled to a return of any portion of the rental fee, regardless of whether or not the Marina relets Owner's assigned slip. This will not be deemed a forfeiture, the parties agreeing that such unreturned rent is to compensate Marina for administrative and other costs associated with termination of this Agreement. If owner sells or disposes of his boat, his slip may be transferred to the new owner, only if approved by the Marina, and a \$10.00 transfer fee shall be due. If owner should acquire a different boat, the Marina must be notified. It is the Owner's responsibility to keep the Marina posted of any changes that may take place in regards to the boat or property or personal information.
3. Slip rates are based on the storing of one (1) boat only. All second boats must have an assigned space subject to our minimum storage charge. Tie along boats or PWCs are prohibited, unless approved by Marina, in advance, and an additional charge shall be assessed. This contract does/does not include a tie along/PWC and the contract price includes \$ \_\_\_\_\_ for said usage.  
This agreement will remain in effect, except for rate changes or slip changes, after the expiration date if the Owner continues to keep the boat or property at the Marina and does not sign a new contract. It is the owner's responsibility to be aware of rate changes each year.
4. Electrical Service to any slip is governed by contract between South Kentucky Rural Electric Cooperative ("SKRECC") and Marina, including the rate to be charged the Owner herein and the service/maintenance fees Marina is permitted to charge the Owner herein. Marina may charge \$1.50 per month maintenance fee; however, if the Owner uses less than 100 kwh electricity per month then the Marina may charge \$5.00 per month minimal usage fee.  
In order to control the use of electricity on the Docks, Marina may install tamper proof controls on any or all of the electric meters. It is the sole responsibility of the Owner herein to ensure that such devices are not altered, broken or otherwise changed in any manner. Owner shall be responsible for any costs incurred in replacing the device, any damage to electric meter and the replacement cost of any damaged equipment. A violation of this section is grounds for immediate eviction from the premises and removal of the boat.

5. This agreement shall be in effect for the term stated, unless sooner terminated in accordance with the following conditions:
  - a. By total destruction of the described facilities by fire, storm or other calamity.
  - b. In the event Owner shall make a bona fide sale of the boat listed in this agreement.
  - c. By breach or default of any provision of this rental agreement.

If the dock or slip to which Owner's boat is assigned is damaged by fire, lightning, windstorm or other reason, the Marina will diligently work to repair or restore the destroyed dock or slip as soon as practicable. However, during the period in which the dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Owner will not be entitled to a refund under this Agreement.

6. It is mutually agreed that Marina shall not be held liable in any manner for the safe-keeping or condition of the boat, and is not responsible therefore as warehouseman, liveryman, or bailee, but the condition between the parties is simply that of landlord and tenant, and it is understood and agreed by the Owner that the Marina will not be responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment, or property either upon said boat or upon the premises of the Marina, from any cause whatsoever, or for injury to the Owner or invitees occasioned by any cause whatsoever upon the Marina premises or adjacent thereto.
7. This Agreement is for the use of boat storage space, only, and such space is to be used at the sole risk of Owner. Owner for himself, his heirs and assigns and guests, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury, loss of life or property or in connection with the condition or use of the above boat, motor and accessories, or the use of the Marina premises and facilities; and the Owner, for himself, his heirs and assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not considered under this Agreement as an insurer of the Owner's property. The Marina will not be held responsible for the boat or for contents of the boat.
8. Owner's liability insurance, registration and information required. The Owner shall be required to carry personal injury and property damage liability insurance in an amount sufficient to cover any and all damages caused by the described boat, Owner or Owner's guests or invitees. Owner shall provide Marina office with proof of such insurance, a copy of a valid registration for the described boat and a valid mailing address and phone number of Owner. Owner shall notify Marina of any change in address or phone number.
9. Should a breach of this agreement, damage caused or contributed to by Owner or said boat, or violation of posted rules and regulations occur, the Marina may terminate this agreement by written notice to the Owner at the address below and have a lien against the described boat, her appurtenances and contents, for unpaid sums due. Said termination shall become effective 30 days after such notice. Written Notice in the form of an invoice stating a past due account shall be deemed sufficient to satisfy this provision. Within such 30 days, Owner shall pay all sums due Marina and remove the boat from the premises. Should Owner fail, refuse or neglect to pay all sums due and remove the boat as required, then Marina may remove the boat from the docking space at Owner's risk and expense, retake possession of the docking space or chain said boat and thereafter sell such boat and all items therein or thereon at public auction in accordance with the applicable provisions of Kentucky Law, without further notice to Owner. The Owner agrees that upon removal of the boat from the docking space or the chaining of the boat, the relationship of Landlord and Tenant is ended and the Marina shall be and become an involuntary depositary with only the duties and responsibilities provided by law thereunder.

- 10. Owner hereby grants Marina a security interest in and Marina shall have a lien against the described boat, and any other boat in the rented slip space, including but not limited to the appurtenances and contents, to secure all amounts owed to Marina under this Agreement, any and all other sums owed by Owner to Marina, including, without limitation, for unpaid sums due for use of moorage facilities, purchase of goods, electrical or other services, or for damage caused or contributed to by the described boat or by Owner, his guests or invitees, to any property of Marina or any other person. Marina may exercise any remedy set forth in this Agreement and as otherwise available under the Uniform Commercial Code or applicable law, including taking possession of the boat and the sale of the boat and its contents.
- 11. All persons causing injury or damage to other persons, docks or other boats, shall be liable therefore, and violations of harbor rules, disorder, or indecorous conduct by a patron, his crew or guests that might injure a person, cause damage to property, or harm the reputation of the Marina, is cause for immediate removal of the boat in question from the premises. Children and pets must be controlled to insure the peace and privacy of other harbor occupants.
- 12. Waiver of any one condition by the Marina shall NOT be deemed to be a continuing waiver.
- 13. Harbor/Marina Rules and Regulation: Owner agrees to comply with the rules and regulations set forth in Exhibit "A", by this reference included herein as though fully set forth herein, and such additional rules and regulations as may hereafter be published by the Marina.

**Credit is extended only as courtesy and may be withdrawn at any time. The owner agrees to pay on or before the tenth of each month for all items authorized to be charged to his account, and agrees to pay a service charge of 1.5% per month on all accounts (18% annual percentage rate) on any slip rental charge, marina charge, electrical or other charge that remains outstanding on the 10<sup>th</sup> of each month. The Marina shall, at its sole option, extend credit for payments due under this contract and for purchases from Marina facilities only to an owner who has registered a valid Visa, MasterCard, Discover or American Express credit card with the Marina Office. By registering a credit card at the Marina Office, the owner consents to the placement on that credit card of any charges made on Owner's account, any payments due under this contract and any other debt of Owner owing to the Marina.**

14. This agreement expresses the entire understanding of the parties.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date set forth beside each party's name.

MARINA:  
**GRIDER HILL MARINA.**  
 115 Grider Hill Lodge Rd.  
 Albany, KY 42602

Boat Owner:  
**[OWNER'S SIGNATURE]**

BY \_\_\_\_\_

\_\_\_\_\_  
**Owner's Signature**

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT "A"

ADDITIONS OR ALTERATIONS of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.

When a boat enters the harbor, it immediately comes under the general jurisdiction of the management. Any condition aboard any boat which, in the opinion of management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by the owner. Refuse, oil or combustible liquid must be deposited in receptacles for that purpose.

All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. No laundering or drying of laundry, including swim suits and towels, is permitted on any deck or rigging of any vessel or on the common areas. In the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation or the environment, the Marina may correct said condition by removing the vessel by any means the Marina deems appropriate. The Owner shall be responsible for all costs associated with said corrections. Owner must maintain his vessel in a state of readiness for movement in case of fire or evacuation.

Advertising or soliciting is not permitted on any boat within the Marina. Owner may conduct no business or commercial enterprises within the Marina area

The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants. Owner must obey the No Wake Zone at all times.

All boats docked in the harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations.

Fresh water is available on the piers during the mild weather months only. Where applicable, the electric is due within 10 days of billing, billing times at the discretion of the Marina.

Owner must maintain his mooring lines.

Restrictions: (a) Subleasing of slips, or leasing, renting or chartering of boats is not allowed except with written prior approval from the Marina. (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to a new assigned slip. (c) BOATS OFFERED FOR SALE within the Marina lease area must be registered with the Marina's broker. Those Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited within the Marina lease area. Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner or other broker promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by a broker or other representative. Agents, brokers or like associations are prohibited to operate within the Marina lease area unless prior written approval is granted by the Marina. The rules set forth in this section apply to the promotion and sale of boats, additions and accessories and include merchandise and or services. (d) Owner agrees to place, in areas on the boat acceptable to the Marina and that are visible from the header pier, boat identification stickers (e.g. Stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed to the Owner. (e) Advertising or soliciting is not permitted on any boat within the marina.

Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.

Transfer of boats between slips or from one slip space to another is prohibited, unless approved by management. A transfer fee of \$100.00 shall be charged, and is due and payable before the transfer.

Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall pour oil, paint, spirits, flammable liquid or pump oily bilges in harbor areas.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 12:00 midnight, CST, a state of general quiet shall prevail.

**Pets are permitted only if they are enclosed or leashed and do not disturb other tenants. They shall be toileted on the adjacent land area to the Marina.**

Slip Lessees or others shall not store dinghies, refrigerators, freezers, air conditioners, accessories or debris on fingers or main walkways.

Slip lessees or others may not store flammable items in lockers or storage areas. Any locker or storage area must remain open for fire marshal and safety inspections. Should Lessor or others elect to lock the locker under his/her control, a key must be provided to the Marina Office.

The use of motorized vehicles, including golf carts, motor scooters and bicycles and air rifles is not permitted on Marina docks and ramps.

Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Marina. Owner agrees that in case of emergency or maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring place, and releases Marina for any liability for loss or damages.

Owners checking out of the Marina shall report to the Marina Office and settle their account prior to leaving. All personal property must be removed from docks and lockers when moorage rental is terminated.

No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips, docks or in or near any storage area, nor on the decks of any boat moored in a covered dock space. Fireworks are not permitted.

Gasoline or motor boat fuel is not permitted to be carried onto docks from shore.

Maximum vehicle speed limit on all roads and parking areas is 10 MPH. Marina reserves the right to limit and govern parking space in Marina parking areas.