

## Edgewater Marina Docking Agreement 2012

Please return signed Agreement and payment to: **Maple Properties, LLC d/b/a Edgewater Marina, 632 Brookhaven Rd., Morgantown, WV, 26508.**

Cell Number: 304-290-1974

Marina Number: 304-594-2630

NAME \_\_\_\_\_ PHONE# \_\_\_\_\_  
(home and cell)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAKE OF BOAT \_\_\_\_\_ REGISTRATION # \_\_\_\_\_.

INSURANCE POLICY # \_\_\_\_\_.

E-MAIL \_\_\_\_\_ (we will send future  
correspondence and leases)

This AGREEMENT by and between Maple Properties, LLC, d/b/a Edgewater Marina (hereinafter called the LESSOR;) and \_\_\_\_\_ (hereinafter called the LESSEE, that for and in consideration for the mutual promises made the parties do hereby agree as follows:

1. Lessor hereby agrees to lease certain space on its docks to accommodate lessee's boat described above for the period of May 15, 2012 through October 15, 2012;
2. Lessee agrees to pay lessor at the rate set forth below and for the period of time designated above no later than **March 15, 2012** in order to reserve **previous** dock space. Lessee further understands and agrees that all rental monies are non-refundable;
3. Lessee hereby agrees to pay Maple Properties, LLC at the time of signing this agreement and shall not make assignments of said lease to any third party;
4. This agreement covers the rental of dock space ONLY and for the above described boat ONLY. This agreement **DOES NOT COVER SPACE FOR STORAGE OF BOAT TRAILER**. Lessee agrees to remove the boat trailer from the premises within 24 hours of the date of launching;
5. Lessor shall retain the right to designate dock space. Every effort shall be made to assign Lessee the dock space of his / her choice; however, the rights of other lessees and the Lessor's business judgment shall also be relevant factors in the assignment of dock space. Further, lessor cannot guarantee the continuous provision of electrical service but shall make every reasonable effort to do so;

6. Lessee agrees that he shall be responsible for securing and maintaining liability insurance on Lessee's boat. If requested, a certificate of insurance must be provided to Maple Properties, LLC. Further, lessee agrees that only those persons specified on page 1 shall be permitted to enter or operate the boat listed above;

7. Lessee must present current boat registration and proof of insurance upon execution of this Agreement;

8. Lessor has the right to board lessee's boat to adjust mooring lines on said boat and to take other measures as to said boat as reasonable and necessary to protect lessor's property. It is the responsibility of the lessee to cover his or her boat and to ensure the proper fender, bumpers and tying off is performed as Edgewater is not responsible for any damages to lessee's boat;

9. Lessee agrees to be responsible for and to indemnify lessor, and to relieve and hereby relieves lessor from all liability by reason of any injury or damage to any person or property on or about the leased property and lessor's adjoining property which may arise from any cause whatsoever including but not limited to liability resulting from the lowering of the level of water in LAKE LYNN (CHEAT LAKE). Lessee further agrees to assume full risk of, and responsibility for and to release, discharge, indemnify and hold Lessor harmless, and to defend Lessor against and from any and all loss, cost, expenses, attorney's fees, damages, injuries and death to persons or property of anyone whomsoever, and any and all claims and liabilities therefore, arising out of in whole or in part, or incidental to Lessee's use of the Premises including use by Lessee's agents or invitees of the rights herein granted;

10. Lessor is not responsible for acts of vandalism, accidental damage by other boaters, or theft to Lessee's property;

11. Lessee agrees to comply fully with all rules, regulations and requirements of any governmental body having jurisdiction in, on or around LAKE LYNN (CHEAT LAKE) and all present and future rules, regulations and requirements of the lessor, including but not limited to the following:

- a. Lessee agrees to carry sufficient insurance to cover his or her property;
- b. **GASOLINE SHALL NOT TO BE CARRIED OVER OR ONTO THE DOCKS OF THE MARINA;**
- c. No swimming, fishing or water skiing will be permitted in the dock area.
- d. Pets shall be kept on leashes at all times at the docks for the protection of the public;
- e. Lessee shall keep its dock area in a clean condition and shall not place or leave objects or other debris on said dock space and shall dispose of any debris in appropriate trash receptacles;
- f. **LESSEE MUST REMOVE ALL PADDING INSTALLED ON HIS/HER DOCK SPACE;**
- g. Lessee shall not use the electrical outlets at the marina to operate power tools, equipment or other machinery unless written permission is obtained from lessor;
- h. **USE OF ANY FLAME DEVICE, TOXIC CHEMICALS OR OTHER HAZARDOUS EQUIPMENT OR SUPPLIES IN THE DOCKING AREA IS STRICTLY PROHIBITED;**

i. THERE WILL BE A \$100.00 CHARGE IF CARPET IS NOT REMOVED BY **OCTOBER 15, 2012**;

j. Violations of the rules and regulations or terms of the docking agreement may result in the immediate termination of the lease and lessee shall be responsible for the payment of any repairs resulting therefrom. No refunds will be provided. In the event of termination, lessee agrees to remove boat within 5 days of notice of such termination which shall be provided by Lessor in writing;

k. If lessee fails to remove his or her boat in a timely manner or fails to pay for any rents due hereunder the lessor may (a) charge lessee daily rent on a pro rata basis for the dock space occupied; (b) take possession of the lessee's boat and equipment by locking it to the dock space; (c) move the boat to another location; or (d) pursue any other remedy available under the law. Lessee further understands that if Lessor is forced to pursue collection efforts through suitor other means, then lessee shall be responsible for all attorney's fees and costs associated with the same;

l. Please be respectful and courteous at all times to your neighbors as there are families with children present;

The parties hereto have hereunto affixed their respective signature(s) on the above date first written.

**The early payment option must be paid in FULL by 1/15/2012 to receive discount. Partial payment will not qualify for the discount.**

Non electric docking (\$850.00) \$ \_\_\_\_\_  
(early payment by 1/15/12 \$800.00)

Electric docking (B-Dock) (\$1050.00) \$ \_\_\_\_\_  
(early payment by 1/15/12 \$1000.00)

Jet Ski (\$500.00) \$ \_\_\_\_\_  
(early payment by 1/15/12 \$450.00)

Trailer Storage (Outside only - \$200.00) \$ \_\_\_\_\_

Carpet Removal (\$100.00) \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

\_\_\_\_\_  
LESSEE Date

\_\_\_\_\_  
Maple Properties, LLC d/b/a Edgewater Marina Date