

AKWÄ MARINÄ YACHT CLUB

59 Sandy Pond Parkway

Bedford, NH 03110

Phone: 603.668.8220

Fax: 603.622.8740

BOAT SLIP RENTAL AGREEMENT

2012

SLIP # _____

THIS IS A LEGALLY BINDING AGREEMENT, READ IT CAREFULLY.

1. **THIS AGREEMENT** is entered into between the OWNER; Akwä Marinä Yacht Club, LLC, a New Hampshire limited liability company, with an address of 59 Sandy Pond Parkway, Bedford, NH 03110 and the TENANT: _____ of _____ on the following terms and conditions.

2. **TERM:** This agreement is for a period from May 15, 2012 to October 15, 2012 inclusive. (NOT LESS THAN ONE BOATING SEASON).

3. **PRICE:** The rental price and deposit are non-refundable. Deposit is \$1000.00 and is due to reserve the slip now. Leases are based on the length of boat, \$150.00 per linear foot of boat above the water line. Please fill in the length here _____ X 150.00 = _____ total. The balance of \$ _____ (total - \$1000 deposit) is due in February 1st 2012.

4. THE TENANT AGREES TO THE FOLLOWING

A. Rental season shall be five months, from May 15th to October 15th.

B. Tenant must have **signed lease** agreement by February 1st and rental fee must be paid in full prior to occupying the slip.

C. Limitations of Liability: The TENANT and their guests assume the risk of injury or loss or damage to any boat, vessel or personal property. Owner shall have no liability or responsibility for such property.

D. Insurance: The TENANT shall at all times maintain fire, casualty, extended coverage and liability insurance on their boat and personal property. Such policies, to the extent practicable, shall also run to the benefit of Owner in the event of damage to Akwä Marinä or injury to Akwä Marinä members, guest or employees as a result of an insured event under such policies. The **TENANT shall provide a Certificate of Insurance** to Owner prior to occupying slip.

E. Amenities are for TENANTS enjoyment, please do not abuse them and they are not guaranteed.

F. Under no circumstance shall a TENANT touch any of the pool equipment.

G. Tenant shall be held responsible for damages they cause to other vessels, structures, and/or equipment.

H. **Use of the Club and facilities is for Tenant and Direct Family Only.** Direct Family is defined as: unmarried children up the age of 26 and limited to 3 children. All other guests

are subject to at least a \$20.00 fee per person per day, and **must be accompanied by the Tenant at all times**. All guests must obey all club rules while on premises. This rule is strictly enforced, it is meant to prevent overcrowding for the paying members.

Initials: _____ Date: _____

I. Tenant shall not store supplies, materials, accessories or debris upon walkways nor construct or place thereon any structures without the permission of Owner.

J. Tenant shall not affix any carpeting, matting or other like materials to any part of the Marina.

K. Boat trailers are not permitted to be parked on marina property.

L. No charcoal grills or open fires shall be allowed on docks, on vessels or marina property.

M. No engine fuel shall be carried on or off any docks.

N. No swimming or diving shall be permitted within the Marina Docking area.

O. Tenders, skiffs, dinghies, rafts, etc. shall be stored on board vessels or within the confines of the Tenants' slip. Any tenders, skiffs, dinghies, rafts, etc. over six feet in length will be considered a boat subject to a \$600.00 fee.

P. Any vessels, which may sink in the Marina, shall be removed by The Owner at the Tenant's expense.

Q. Owner shall not be responsible for any losses from damages to vessels in the Marina.

R. Sub-leasing or transfer of leases or transfer of vessels between slips shall **not** be allowed without prior written permission of Owner. If Tenant vacates slip for one consecutive week without prior notice to Owner, the Lease shall terminate.

S. Tenant shall use discretion in operation of all noise or sound generating equipment so as not to create a nuisance. Gatherings within the Marina shall be conducted so that the rights of other Tenants and abutters to reasonable peace and quiet are not infringed upon. Please keep noise to a minimum after dusk. **The Marina beach and clubhouse must be quiet by 11:00 pm.** Disorderly conduct by Tenants or their guests shall be cause for immediate termination of lease, without refund to Tenant.

T. All pets shall be kept on a leash and taken directly from car to boat or boat to car. No pets shall be allowed anywhere on Marina property or beach, except the southeast portion of the property designated for walking of pets. Owners must pick up after their pets.

U. Rights to use of the showers and lavatory, beach, and clubhouse are included in your Lease.

V. Rights to use of gas grills are included in your lease. Propane tanks will be filled by Akwa Marina once at the beginning of the season. After the initial fill of propane tanks it will be up to the members using the grills to organize, fill and pay for at their own discretion. The gas grills are not allowed to be moved from their location in the picnic area on the grass.

- W. All lavatory and clubhouse facilities are to be locked when not in use.
- X. Due to the regulated water level of Lake Winnepesaukee, the Owner cannot guarantee the depth of the slips.
- Y. All Marina rules apply to use of the beach. Please See Marina Rules and Regulations.
- Z. Renters only allowed to overnight on boat.
- AA. No persons under the age of 16 years shall be permitted on the Marina or beach OR POOL property unless accompanied and supervised by a member who is an adult, who is willingly to watch the child at all times.
- BB. No sign, notice or advertisement shall be placed in or about the club property, including the slips, nor on or about any boats or vessels therein, without the prior written permission of the Owner.
- CC. Outside labor or contractors are prohibited from entering the club property unless the Owner grants expressed written permission.
- DD. The Owner shall maintain a registry of all boats including the names Tenants and the name of their vessel.
- EE. Any boat left in water after October 16, 2012 without prior arrangement will be hauled at Tenant's expense.
- FF. Owner and/or its agents shall not be responsible for vandalism, fire, storm, theft, or acts of God.
- GG. Tenant shall park only in the designated parking area. The Tenant hereby indemnifies and holds harmless Owner and its authorized agents and employees from any loss or claims while Tenant or its property is on the premises at Akwä Marinä
- HH. Owner reserves the right to make slip changes or move boats if required to maintain, improve, and expand its operation.
- II. The use of the propane fire pit and wood fire pit is not guaranteed if abused. Owner expects tenant to shut off or put out fire after use.
- JJ. **Snubbers must be used with ALL ropes to secure boats to docks. This rule is strictly enforced. If tenants do not adhere to this requirement tenant will be asked to leave facility. Snubbers must be of appropriate quality to accommodate size of boat.**

As per marina bylaws no open fires of any kind are permitted at Akwa Marina. As per Town law any fire needs a permit, and only the Marina Management can obtain the necessary permits. We will prosecute any offenders who start any fires as mentioned above.
 Rules are subject to change at any time with no notification.

Akwa Marina Yacht Club

Tenant

**Please make check payable and submit to: Akwä Marinä Yacht Club, LLC,
59 Sandy Pond Parkway, Bedford, NH 03110**

TENANT NAME: _____

HOME PHONE: _____

TENANT WORK PHONE: _____

EMAIL: _____

MAKE _____ MODEL _____

LOA _____ BEAM _____

YEAR _____ DRAFT _____

HULL# _____ REGISTRATION # _____

MOTOR MAKE: _____ MOTOR MODEL _____

MOTOR SERIAL# _____ MOTOR SERIAL# _____

INSURER'S NAME: _____

ADDRESS: _____

Certificate of Insurance will be provided, (initial) _____

TENANT(S) further certifies that they have examined the space in which the subject boat is to be placed and find it suitable and acceptable. The TENANT(S) also certifies that they understand the terms and conditions set forth therein.

TENANT: _____ DATE _____

TENANT: _____ DATE _____

For our records we need copies of registration and insurance binders, snubbers must be on all ropes before operator can dock boat at Marina.