



**Waterways Marina LLC**  
**DOCKAGE, STORAGE, R.V. AGREEMENT**

SLIP # \_\_\_\_\_ R.V. SITE # \_\_\_\_\_

Waterways Marina LLC, hereafter called “Marina”, does hereby rent to the undersigned boat a space subject to the following conditions:

1. The term of this agreement shall begin on \_\_\_\_\_ 2024 and End \_\_\_\_\_  
Said space rents for \$ \_\_\_\_\_ per year with said payment being paid in full prior to the beginning of the term. This Contract is to be completed in its entirety each year and does not serve as a perpetual lease. Owner must provide proof of ownership of the boat or property and certificate of insurance on or before the beginning of the term. Marina shall have a statutory lien pursuant to the laws of the Indiana upon the described boat or property or any substitute boat or property and any equipment thereon to secure the payment of rental due Marina hereunder and for all charges incurred by Owner for fuel, electricity, supplies, goods, services, attorney fees and costs, incurred to enforce the lien. In the event payment has not been made, Marina shall have the right to remove the boat or property from the rental space at the Owner’s risk and expense and secure in other wet or dry storage and lease the assigned slip or space to others.
2. The Marina shall email a Monthly invoice to the Owner for electricity used by the Owner during the Month. This amount must be paid by the Owner to Marina within a timely manner. If the electric bill is not paid within 60 days then this agreement may be terminated in full by the Marina. Invoices will be emailed to Owner at the email address listed at end of this Agreement. Water, RV Sewer services, and wireless internet are included in the rent payment; however, electric as defined in this paragraph is in addition to the rent payment.
3. Dockage and storage payments will not be refunded under any circumstances. If Owner sells or disposes of his boat or property, his slip or space may be transferred to the purchaser of his boat, only if approved by the Marina. Neither this rental agreement nor the rented space may be loaned, assigned, or sublet without the express written consent of Marina. Marina shall be entitled to use any space covered herein any time it is not occupied by the vessel described herein, provided however the Marina will reimburse to Owner the reasonable value on any electrical service used, where applicable.
4. Owner shall only be permitted to use the rented space for only one boat or one R.V. Any additional boats or R.V. including but not limited to, runabout, rowboats, personal water craft, dinghies, or life rafts that are not on davits or stored completely upon Owner’s boat

or R.V. must have an additional rented space, subject to an additional storage charge for said space.

5. Modifications to the rented space are strictly prohibited without the written consent of the Marina. If modifications are permitted, then all modifications shall not be removed by the Owner upon the termination of this Agreement. Owner must receive written consent prior to installation of any boat lift, and owner agrees to be responsible for any damage to Marina property caused by the installation, operation, and/or removal of any boat lift and shall pay an additional \$500.00 fee to Marina if Owner installs a boat lift not purchased through the Marina. The \$500.00 is paid upfront and is non-refundable regardless of damage.
6. Should a breach of this agreement occur, the Marina may terminate this agreement by written notice to Owner at the address on the back side of the agreement. Said termination will be set for 15 days from the time at which the notice has been filed and forwarded to the owner. Within 15 days, the Owner shall pay all sums due to the marina and remove the boat or property from the premises.
7. Should Owner fail, refuse, or neglect to pay all sums due and remove the boat or property as required by paragraph (5) above, then the Marina may remove the property from the docking or storage space at Owner's risk and expense, retake possession of the docking or storage space and thereafter enforce its lien pursuant to the laws of The State Of Indiana and Owner understands that Marina may begin charging additional storage fees .
8. This agreement shall be terminated in the event of the following conditions: (a) Destruction of the rented space by fire, storm, act of God or other calamity. (b) In the event Owner shall sell the boat or property listed in this agreement. (c) By breach of any conditions of this Agreement.
9. Owner agrees to keep his property or vessel and all property thereon insured against loss by fire, windstorm, hail, theft, or any other casualty and save and shall hold harmless Marina from any and all claims for loss, subrogation, or indemnification relating thereto. This agreement is for use by the Owner of the assigned dock or storage space only and is to be used at the sole risk of the Owner. Marina shall not be responsible for the care and protection of the vessel, property or its contents. In the event of fire or other catastrophe, Marina shall have the right, but not the obligation, to cut the vessel free or move the property away and such act shall be deemed of ordinary prudence for the protection of other vessels and property in the Marina or on Marina property. The owner is advised to remove all items not permanently attached to the vessel or property while in storage.
10. Owner agrees to carry liability insurance on the vessel and/or property and its operator and agrees to indemnify and hold harmless Marina from and against any and all claims for injury, loss, or damage to Owner, Owner's employees, owner's family, or owner's guests or to other persons or property of Marina or others using Marina's harbor or facilities caused by acts of Owner, owner's agents servants, employees, or guests while using or operating the boat or property. Owner expressly waives any and all rights to assign and/or subrogate causes of action and/or claims against Marina, its officers, agents, or employees that might arise out of Owner's ownership or use of the vessel or property or use of Marina's harbor or facilities under the terms of this agreement.
11. Intoxication, profanity, or abusive language will not be tolerated on Marina property and shall be considered a breach of this Agreement. Children and pets must also be controlled to insure the peace and privacy of other occupants and staff of Marina.

12. Pets of Owner must be on a leash at all times and attended anytime they are on any Marina property. Pets shall be toileted away from traffic areas.  
Pets must not disturb other tenants, and must be attended by owners at all times.
13. When a boat enters the harbor, it immediately comes under the general jurisdiction of the Marina. Any condition aboard any boat or in relation to any property that, in the opinion of the Marina, constitutes a hazard or a danger to public safety must be corrected immediately by the Owner. Your boat or R.V. shall be attractively maintained and kept neat, clean, free of litter, trash, and in an orderly fashion. Refuse oil or flammable liquid must be deposited in receptacle for that purpose. The wake of all boats operated within the limits must not cause damage or discomfort to other boats and their occupants of the Marina, Management Reserves the right to Remove Boat or RV That Does Not Meet Safety Standards
14. All boats docked in the harbor shall observe and comply with all health and safety regulations governing the waterways, as well as all other applicable federal, state, and local laws and regulations. Marina reserves the right at all times to inspect the boat or property for leakage, safety and seaworthiness, as well as gear and equipment, but is under no duty or responsibility to do so, and is not liable for any failure to do so.
15. Advertising or soliciting is not permitted on any boat within the Marina or on any Marina property.
16. No swimming, diving, or bathing shall be permitted in the water on or around the rented space or within the wake or harbor zone. Any swimming, diving, or bathing by the Owner or Owner's guests or family shall be at their own risk and shall hold Marina harmless from any damage or injury that may occur. **Owner understands that this prohibition of swimming, diving, or bathing is due to the risk of Electrical Shock and this Agreement shall serve as warning of electrical shock.**
17. Maximum vehicle speed limit on all roads and parking areas is 15 mph and shall be enforced. It is the Owner's responsibility to see that all personal vehicles, boats, or R.V.s have properly displayed Marina Parking or Dockage Permits. Marina reserves the right to limit and govern parking space in Marina parking area. All guests of Owner must register with Marina and obtain a parking permit for all vehicles. It is the responsibility of the Owner to see that his or her quest register to obtain a permit. Any unauthorized vehicles parked on Marina's property will be subject to a daily parking fee or being towed. The fee will be added to the storage fee of the boat or property Owner whose vehicle or guest's vehicle is found to be in violation. However, any unauthorized vehicle is subject to be towed at the vehicle owner's full risk and expense. All boats launching from any Marina ramps must have a valid ramp use permit properly displayed or pay the use fee for each use.
18. Gasoline, motorboat fuel, or all other flammable liquids are not permitted to be transferred from shore on to docks or boats unless done so by employees or agents of the Marina. Fueling may only be done at the Marina's fuel piers.
19. Fresh water is available on the piers, slips, and storage areas during the mild weather months only. Water supply hoses of unattended boats must be disconnected at the dock and stored aboard. Water shall not be wasted. Water hoses shall not run across docks.
20. Owner agrees to maintain mooring lines and agrees that the Marina may replace, at the Owner's expense, any mooring lines Marina deems unfit for the safe moorage of the boat, but Marina is under no obligation to do so. No metal chains or metal cable shall be used as mooring lines. Any metal chain or metal cable found secured to any slips, piers, or walkways will be removed and replaced with appropriate rope at Owner's expense.

Owner further agrees to pay for any damage to Marina property as a result of the use of metal chain or cable.

21. Owner agrees to comply with the following rules and regulations and such additional rules and regulations as may hereafter be published or posted by Marina. Owner places his/her initials on each page indicating that he/she has been given a copy of Marina Rules and Regulations.
22. The Owner of the boat or R.V. or property described in the Rented Agreement or any substitute boat, R.V., or property is responsible for the conduct of all persons operating, using, visiting, or working on the boat, R.V. or property.
23. Owner specifically agrees to abide by all Federal and State laws and regulations applicable to the ownership, operations, and/or use of the boat, R.V., or property and the use of Marina's harbor and property, including, but not limited to, safety, health, and sanitary regulations.
24. If any repairs, painting, maintenance, cleaning, or other work is done by anyone other than the Owner, that person must have a current Certificate of Insurance and Workers Comp on file at the Marina. Without a valid certificate on file, no work can be completed. They must check in at the marina before starting work. It is the Owner's responsibility to see that the person doing the work has a valid certificate on file at the Marina. Power tools such as grinders, sanders, torches, welders, and flammable or toxic paint or varnish removers shall not be used in the rented space.
25. Refuse and trash shall not be thrown overboard or left on grounds. Household waste from your boat or R.V. shall be deposited in dumpsters provided for that purpose. No person shall pour oil, paint, flammable substances or like substances, or pump oily bilges in harbor or storage space. E.P.A. Law prohibits oil, paint, and like substances from being disposed of with household waste. It is the Owner's responsibility to see that all oil, paint, toxic materials and like substances are properly disposed of. When doing repairs on your vessel, do not put old materials such as carpet, old plywood, or old furniture into the dumpsters. Check with Marina before disposing of such materials.
26. 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 midnight until 8 a.m. (EST), is considered quiet time and loud or obnoxious noises shall not be permitted. State of general quiet shall always prevail.
27. Abusive language, actions, or physical contact toward any Waterways Personnel or agents will not be tolerated and is subject to immediate removal and termination of lease.
28. Owners shall not store dinghies, refrigerators, freezers, coolers, chairs, accessories, dock box or debris in the rented space unless they are properly secured on the boat or R.V.
29. Owners of golf carts shall be responsible for all guests driving golf carts on or around the Marina. The golf cart must be operated by a licensed driver, and golf carts are absolutely not permitted to be driven in or around the Marina during dark hours. No golf carts are allowed in the campground unless owner provides proof of disability and has obtained proper documentation. Handicap stickers must be obtained at the Marina and have proper documentation.
30. The riding of any motorized vehicles or the shooting of air rifles or the discharging of firearms is not permitted at the Marina. Biking is only permitted in areas designated for such purposes.

31. Owner at the conclusion of the Term shall report to the Marina office and settle their account prior to leaving. All personal property must be removed from the rented space at the termination of this Agreement. All personal property left by the Owner shall become the property of the Marina.
32. No open flame (i.e. grills, torches, etc.) shall be permitted on walkways, slips, or in or near any storage area or building.
33. Absolutely no fireworks of any kind shall be used (discharged) on or around the Marina or leased area. The use of fireworks by Owner, Owner's guests, or assigns, may result in the immediate removal of Owner's property from the Marina and a termination of this Agreement.
34. It is the Owner's responsibility to keep the Marina posted of any changes that may take place in regard to the boat, R.V. or the property (i.e. new boat, length or width alterations, new license no, etc.).
35. Waiver of any one condition by the Marina shall not be deemed to be a waiver of any other term of this Agreement.
36. The electric bill is to be paid as Marina determines when to bill. Marina is not responsible for any loss to food or any other personal property stored upon the boat or R.V. resulting from interruption or discontinuance of electrical service.
37. If a 30 day written notice of cancellation is not given before this contract period expires, the Owner agrees that the contract will be renewed, as is, except for rate and/or policy changes where applicable for the New Year. Owner further agrees to pay all sums due to Marina for the new contract year. This Contract is to be completed in its entirety each year and does not serve as a perpetual lease.
38. This entire agreement has been read by Owner and Owner acknowledges that he/she understands all terms and conditions of the Agreement.
39. This agreement shall be governed by the laws of the State of Indiana and Dearborn County shall be the County of Jurisdiction and venue of any legal proceedings pertaining to this agreement.
40. If Marina is required to enforce this agreement, it may recover reasonable attorney fees and court costs.
41. R.V. rented spaces **DO NOT INCLUDE** a boat space as boat spaces must be rented separately. Boats and boat trailers are not permitted to be parked or stored at the R.V. rented space. All R.V.s must be mobile at all times and no R.V. shall have the appearance of a permanent residence. All permanent foundations, roofing, decking, outbuildings, shade shelters, windbreakers, and permanent trailer skirting is prohibited. Boats are not to be cleaned or repaired in the R.V. rented space.
42. Contact the Marina for instructions for storing all boat trailers on or around the Marina.
43. Owners understands that the rented space cannot be used as a full time or part time residence and cannot use the rented space for more than thirty (30) days during any sixty (60) consecutive day period.
44. Managment Must Approve RV or Boat , RV's or Boat's Must meet Marina Condition and Safety Standards

**INCOMPLETE, INCORRECT or ILLEGIBLE CONTRACT INFORMATION may jeopardize the ability of Waterways Marina llc. to moor your boat or Store RV**

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

**Owners Name: (Print)** \_\_\_\_\_

Address of Owner \_\_\_\_\_  
\_\_\_\_\_

Owners Phone Numbers: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

Owners email \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

**Description of Boat:**

(Make) \_\_\_\_\_

(Length) \_\_\_\_\_ (Width) \_\_\_\_\_

(License #) \_\_\_\_\_

(Boat Name) \_\_\_\_\_ (Color) \_\_\_\_\_

Marine Band Radio on Board \_\_\_\_\_ Yes \_\_\_\_\_ No

Call Number or Name \_\_\_\_\_

**Description of R.V.**

(Make) \_\_\_\_\_

(Length): \_\_\_\_\_ (Color): \_\_\_\_\_

(License #): \_\_\_\_\_

(Other Vehicle with R.V.) (Make, Model, and Color): \_\_\_\_\_

(License # of other vehicle): \_\_\_\_\_

**Please initial each page of contract, fill in the above information completely**