

## **RUTH LAKE MARINA / RLCSD**

8990 Mad River Rd., Mad River, CA 95552 • (707) 574-6194 Fax (707) 574-6195 • ruthlakemarina@yahoo.com • www.ruthlakecsd.org

7am-7pm Seven Days a Week May 1 - October 31



# **Moorage and Dry Storage Reservation Agreement**

### Monthly Rents \*

If you wish to re-lease your space you MUST notify the Marina office by the 15th of the preceding month. All monthly rents are due and payable on the FIRST day of each month. If payment is not received by the first day of the month your vessel/vehicle will be moved and stored at owner's expense.

#### Seasonal Rents \*\*

Are due and payable in FULL on or before May 1.

#### **Reservation / Cancellation Policy**

A \$5.00 non refundable fee will be charged for each reservation. Cancellations made 15 days in advance of the start date will be assessed a \$20 fee, plus the \$5 non-refundable reservation fee, for a total of \$25. All other cancellations and no-shows will be assessed ½ of the monthly fee, plus the \$25. You will be considered a no-show, if your balance due is not received prior to/or on your planned start date, and the space will then be rented to another party.

By my signature below, I agree to the above Reservation Agreement and Cancellation Policy, and total fees due. I have read, understand and agree to the "Terms and Conditions of Moorage/Dry Storage," listed on page 2 and agree to abide by all Marina rules and regulations.

Credit Card Type (circle one): Visa / Master Card	Card #	Exp. Date
Signature of Applicant		

(If paying with credit card, signature must be exactly as shown on card.)

#### Reservation requests will be processed in the order they are received. Rates subject to change without notice.

TERMS AND CONDITIONS OF WET MOORAGE / DRY STORAGE ARE AS FOLLOWS:

- 1. This agreement is for the rental of space only. MARINA shall not be liable or responsible for the care or protection of the boat or trailer. (Including personal gear, equipment, and contents).
- 2. At the end of this contract period the MARINA is entitled to re-lease the slip for the current rates and conditions. LESSEE must notify MARINA of its intention to re-lease at least 15 days prior to expiration.
- 3. LESSEE agrees to abide by any moorage house rules or regulations that may be posted and changed from time to time. Any said rules shall be considered a part of this Agreement. The following rules are considered in effect as of the time of the signing of this Agreement.
  - A. No swimming or fishing is permitted in the Marina area.
  - B. Transferring of fuels in the Marina area is not permitted.
- 4. LESSEE has examined and knows the condition of the premises and has received same in good condition and shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the lease shall surrender the premises to MARINA in as good condition as when received.
- 5. MARINA is hereby authorized to move the boat at owner's expense without liability to MARINA, from the particular space leased, in case of emergency where doing such would seem prudent.
- 6. LESSEE is prohibited from subleasing or loaning his slip or storage space without the prior written consent of MARINA.
- 7. LESSEE shall be solely responsible for checking on the welfare and security of his boat, and shall in no way rely on MARINA to protect the boat from harm. MARINA hereby disclaims any duty to notify lessee of weather or other conditions which might create a danger or unusual condition to LESSEE'S boat.
- 8. All closed hull boats are recommended to have an operational automatic bilge system.
- 9. This lease shall be deemed automatically cancelled if LESSEE'S boat is declared unsafe or a hazard to pollution by authorities or by MARINA.
- 10. Should LESSEE breach any term or condition of this Agreement or of the MOORAGE HOUSE RULES AND REGULATIONS, then this Agreement shall, on the option of MARINA terminate immediately and, if terminated, MARINA may remove the boat from her mooring space at LESSEE'S risk and expense and retake possession of the mooring space and re-let same to other persons.
- 11. MARINA shall have a lien upon the boat for the rental and charges herein provided for, and in the event that LESSEE defaults hereunder, MARINA may hold the boat, using all necessary force to do so, as security for the payment of said rental, and the rental shall continue to accrue while the boat is so held. Should the boat be removed without payment of all rental due, MARINA may take possession of boat whenever found and return it to the space to hold or dispose of boat according to law. LESSEE agrees to pay all costs reasonably incurred in so enforcing MARINA'S rights.
- 12. Should it become necessary for MARINA to employ attorneys for the purpose of compelling legal enforcement of any of the provisions of the agreement, or for causing the removal or the sale (to satisfy delinquent charges) of the boat described below, the undersigned LESSEE agrees to pay reasonable attorney's fees and court costs, or other fees incurred by MARINA in connection herewith.
- 13. Acceptance by MARINA of rental payments in advance of any current rental month shall not constitute a waiver of any of the above mentioned terms and conditions.
- 14. Waiver of any condition by MARINA shall not be deemed a continuing waiver of any other condition of the Agreement. This Agreement contains the entire understanding of the parties hereto, and no oral waivers, alterations or additions shall be honored unless mutually agreed to by both parties in writing. This Agreement is not assignable by LESSEE.

Signature \_

Date\_