



DALE HOLLOW STATE PARK MARINA, LLC  
 6371 STATE PARK ROAD  
 BURKESVILLE, KENTUCKY 42717  
 PHONE: (270) 433-6600  
 FAX: (270) 433-6900



**BOAT SLIP RENTAL AGREEMENT**

THIS BOAT SLIP AND SPACE RENTAL AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dale Hollow State Park Marina, LLC, as LANDLORD, and the undersigned renter(s) of wet mooring space at 6371 State Park Road, Burkesville, KY 42717, said renter(s) being hereinafter referred to as the TENANT(S), subject to the following terms and conditions:

(1) THIS BOAT SLIP AND SPACE RENTAL AGREEMENT is for SLIP/SPACE NUMBER: \_\_\_\_\_  
 to \_\_\_\_\_, inclusive. This Agreement shall be automatically renewed for an additional period of twelve months upon expiration of the initial term stated above and every twelve months thereafter, unless written notice of contrary intent shall be given by Landlord to Tenant(s), or Tenant(s) to Landlord, at least thirty (30) days prior to the expiration of the initial term or any succeeding term. In addition, the Landlord specifically reserves the right to modify any of the terms of this Agreement, including but not limited to the rental rate or any additional terms or provisions of the Agreement by giving written notice of any such modification to Tenant(s) at least forty-five (45) days prior to the expiration date of the initial term or succeeding terms. In the event that the lease is extended by automatic renewal, the rent for the mooring space for the next lease year will automatically escalate by five (5) percent per annum.

(3) The TENANT(S) whose boat will be occupying this mooring space is/are:

PRIMARY TENANT: _____	CO-TENANT(S) _____
BILLING ADDRESS: _____	BILLING ADDRESS: _____
CITY: _____	CITY: _____
STATE AND ZIP: _____	STATE AND ZIP: _____
BUSINESS PHONE: (AC) _____ ) _____	BUSINESS PHONE: (AC) _____ ) _____
HOME PHONE: (AC) _____ ) _____	HOME PHONE: (AC) _____ ) _____
EMERGENCY PHONE: (AC) _____ ) _____	EMERGENCY PHONE: (AC) _____ ) _____
CO-TENANT(S) _____	CO-TENANT(S) _____
BILLING ADDRESS: _____	BILLING ADDRESS: _____
CITY: _____	CITY: _____
STATE AND ZIP: _____	STATE AND ZIP: _____
BUSINESS PHONE: (AC) _____ ) _____	BUSINESS PHONE: (AC) _____ ) _____
HOME PHONE: (AC) _____ ) _____	HOME PHONE: (AC) _____ ) _____
EMERGENCY PHONE: (AC) _____ ) _____	EMERGENCY PHONE: (AC) _____ ) _____
NAME OF BOAT: _____	REGISTRATION # _____
MAKE: _____	MODEL: _____
LENGTH: _____	YEAR: _____
WIDTH: _____	FUEL TYPE: _____
ADDITIONAL: _____	COLOR: _____

(5) The TENANT(S) agree that they will be rebilled by the LANDLORD for electricity and water they use and that they will promptly pay same when invoiced. If the TENANT(S) vessel(s) occupy a non-metered mooring space, they will be invoiced on an as read basis. If the TENANT(S) watercraft is in a metered mooring space, they will be invoiced on an as read basis. If the TENANT(S) vessel(s) occupy a non-metered mooring space and used electricity and water they will be charged an annual flat fee of \$\_\_\_\_\_ which will be paid in advance and herewith.

(6) The annual slip rental for the mooring space is \$\_\_\_\_\_ which must be paid in advance, but not later than December 31 of each year for the next ensuing year. In the event TENANT wishes to elect to pay the next coming year's rent on an installment basis, LANDLORD agrees to allow TENANT to pay same on a "Installment Payment Plan" in accordance with the following payment schedule, time being of the essence, and a failure to timely pay resulting in a "default" hereunder:  
 DEC. 31 - \$\_\_\_\_\_ FEB. 28 - \$\_\_\_\_\_ APR. 30 - \$\_\_\_\_\_ JUNE 30 - \$\_\_\_\_\_

The TENANT acknowledges that the "Installment Payment Plan Schedule" includes an interest charge of 1.5% per month on the unpaid balance as is being carried by the LANDLORD.

(7) The TENANT further agrees to immediately pay to LANDLORD, all TENANT'S charges for mooring fees; storage charges; space rental; utilities; sewer and garbage services; repairs; parts; gas; oil; hardware; accessories; ice; bait; merchandise; groceries; food and beverage charges; lodging rentals; and/or any other goods or services purchased at the Marina from time to time. TENANT further agrees that in consideration of the LANDLORD'S affording TENANT(S) this changing privilege, TENANT does hereby afford LANDLORD a valid lien and security interest in and upon TENANT(S) boat and/or other personal property located at the Marina and that NO BOAT, MOTOR OR PERSONAL PROPERTY OF TENANT shall be permanently removed from the LANDLORD'S premises until all charges are paid in full. It is agreed that this covenant is a contract which is enforceable. All notices required hereunder shall be directed to the addresses stated herein.

(8) The TENANT(S) also agree that all charges and/or unpaid accounts due from TENANT(S) to the LANDLORD will accrue interest at the rate of 1.5% per month, said interest charges to be computed on the unpaid balances of the TENANT and will be added to the TENANT(S) account each month.

(9) In addition, This BOAT SLIP AND SPACE RENTAL AGREEMENT is subject to these special terms and conditions: \_\_\_\_\_

(10) All parties agree and acknowledge that the LANDLORD is an equal opportunity employer and provider of services, and does not discriminate on the basis of Race, Religion, Sex or National Origin. All parties further agree and acknowledge that they have read the printed matter on both the front and the back of this agreement and that all terms herein are fully understood and accepted. The TENANT(S) further certify that they have examined the mooring space as above-described and that TENANT(S) find it suitable and acceptable. This contract and TENANT'S acceptance hereof is deemed effective on the date first above written. This contract also incorporates the terms on the reverse side.

READ AND ACCEPTED BY THE LANDLORD  
 Dale Hollow State Park Marina, LLC.

READ AND ACCEPTED BY THE TENANT(S)

BY: \_\_\_\_\_ AUTHORIZED OFFICER  
 \_\_\_\_\_ TENANT  
 \_\_\_\_\_ TENANT  
 \_\_\_\_\_ TENANT

UPON EXECUTION HEREOF BY TENANT, PLEASE RETURN TO LANDLORD FOR COUNTER-SIGNATURE

# CONTINUATION OF ADDITIONAL TERMS

11. LANDLORD reserves the right to assign dock space and physically move and physically move Tenant's boats to such reassigned dock spaces at the discretion of the Landlord, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
12. The LANDLORD reserves the right to lease or to refuse to lease to any person for any good or pertinent reason based upon the sole discretion of the LANDLORD.
13. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
14. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle, rope(s) and all other obstructions, and further agrees to throw or discharge nothing, including untreated effluent or sewage from heads or holding tanks into the harbor or basin.
15. Any infraction of the rules and regulations contained herein or as posted by the LANDLORD or the Parks Department shall, at the option of the LANDLORD, cancel this lease agreement upon ten (10) days notice, and the TENANT shall remove his boat from the harbor and premises. LANDLORD shall be entitled to remove TENANT'S boat at TENANT'S expense, or cast it free, upon failure of TENANT to remove its vessel and property.
16. If TENANT desires to dock a boat, other than the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, as applicable. Bureaus, harbours, fishing boats, jet skis etc. (additional boat) may be tied alongside the rear of the boat occupying said slip (TENANT BOAT) only if said additional boat does not extend beyond the inside corner of each finger and only when the TENANT BOAT is open and being utilized. When TENANT BOAT is vacated all such additional boats must be removed and placed in its own slip or removed from the harbor.
17. TENANT accepts the dock, slip, walkways, and parking areas in their present condition and agrees that they are suitable for the use described herein. TENANT acknowledges that while LANDLORD may supply running water to the dock areas as a courtesy, LANDLORD is not required to do so. Any water lines serving dock areas may be disconnected at any time at LANDLORDS discretion with or without notice to TENANT and LANDLORD shall have no liability to TENANT for LANDLORD'S disconnecting or draining, or failure to disconnect or drain, such water service and lines.
18. The LANDLORD cannot and does not guarantee the continuity of electrical, cable T.V. and telephone service where provided. Electricity will be metered and billed monthly by the Marina to the TENANT. The TENANT also agrees to use only "industry standard" pigtail (shore power cord) connectors which are safe and reliable. Cable T.V. and telephone service must be arranged directly with the provider and the LANDLORD does not guarantee or warrant the availability or continuity of this service.
19. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
20. A TENANT may work on his own boat if such work does not create debris or residue that will pollute the water or docks and does not interfere with the rights, privileges and safety of other person or property. The LANDLORD reserves the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his manager with a standard certificate of workmans compensation liability insurance coverage in order to protect the health, safety, welfare and property of other boats. Failure to meet these requirements requires that TENANT'S boat be removed from the premises of LANDLORD for repairs.
21. Rent on space is DUE AND PAYABLE IN ADVANCE according to the terms and conditions listed in Item 1 hereof.
22. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
23. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space by TENANT unless and until all charges for space rental, service, and/or materials have been paid in full.
24. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LEGNS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION, PLUS COSTS, AS PROVIDED BY LAW.
25. In the event TENANT fails to remove his boat and property from the space rented to TENANT upon occurrence of default, or at the termination of the space rental term as defined in Paragraph one (1) charges to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in Paragraph Fifteen (15); and (3) avail itself of any other remedy available to LANDLORD under the Kentucky law.
26. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right, at tenants expense, to impound the vessel, or take over the property of the TENANT and to secure the property to the space occupied, or store it in any other location, or cast the vessel free. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
27. INSURANCE: TENANT AGREES that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance.
28. Occupancy of and operation of the TENANT'S boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
29. Tenant shall provide LANDLORD with a set of main door, hatch and ignition keys. The boat will be entered by LANDLORD only for periodic inspection or for emergency services, and Tenant hereby authorizes LANDLORD to make such entry. These keys are for the sole and exclusive emergency use of the Marina and will not be released to Tenant or to others during the term of the lease.

30. LANDLORD reserves the right to assign dock space and physically move and physically move Tenant's boats to such reassigned dock spaces at the discretion of the Landlord, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
  31. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
  32. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle, rope(s) and all other obstructions, and further agrees to throw or discharge nothing, including untreated effluent or sewage from heads or holding tanks into the harbor or basin.
  33. Any infraction of the rules and regulations contained herein or as posted by the LANDLORD or the Parks Department shall, at the option of the LANDLORD, cancel this lease agreement upon ten (10) days notice, and the TENANT shall remove his boat from the harbor and premises. LANDLORD shall be entitled to remove TENANT'S boat at TENANT'S expense, or cast it free, upon failure of TENANT to remove its vessel and property.
  34. If TENANT desires to dock a boat, other than the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, as applicable. Bureaus, harbours, fishing boats, jet skis etc. (additional boat) may be tied alongside the rear of the boat occupying said slip (TENANT BOAT) only if said additional boat does not extend beyond the inside corner of each finger and only when the TENANT BOAT is open and being utilized. When TENANT BOAT is vacated all such additional boats must be removed and placed in its own slip or removed from the harbor.
  35. TENANT accepts the dock, slip, walkways, and parking areas in their present condition and agrees that they are suitable for the use described herein. TENANT acknowledges that while LANDLORD may supply running water to the dock areas as a courtesy, LANDLORD is not required to do so. Any water lines serving dock areas may be disconnected at any time at LANDLORDS discretion with or without notice to TENANT and LANDLORD shall have no liability to TENANT for LANDLORD'S disconnecting or draining, or failure to disconnect or drain, such water service and lines.
  36. The LANDLORD cannot and does not guarantee the continuity of electrical, cable T.V. and telephone service where provided. Electricity will be metered and billed monthly by the Marina to the TENANT. The TENANT also agrees to use only "industry standard" pigtail (shore power cord) connectors which are safe and reliable. Cable T.V. and telephone service must be arranged directly with the provider and the LANDLORD does not guarantee or warrant the availability or continuity of this service.
  37. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
  38. Rent on space is DUE AND PAYABLE IN ADVANCE according to the terms and conditions listed in Item 1 hereof.
  39. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
  40. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space by TENANT unless and until all charges for space rental, service, and/or materials have been paid in full.
  41. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LEGNS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION, PLUS COSTS, AS PROVIDED BY LAW.
  42. In the event TENANT fails to remove his boat and property from the space rented to TENANT upon occurrence of default, or at the termination of the space rental term as defined in Paragraph one (1) charges to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in Paragraph Fifteen (15); and (3) avail itself of any other remedy available to LANDLORD under the Kentucky law.
  43. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right, at tenants expense, to impound the vessel, or take over the property of the TENANT and to secure the property to the space occupied, or store it in any other location, or cast the vessel free. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
  44. INSURANCE: TENANT AGREES that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance.
  45. Occupancy of and operation of the TENANT'S boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
  46. Tenant shall provide LANDLORD with a set of main door, hatch and ignition keys. The boat will be entered by LANDLORD only for periodic inspection or for emergency services, and Tenant hereby authorizes LANDLORD to make such entry. These keys are for the sole and exclusive emergency use of the Marina and will not be released to Tenant or to others during the term of the lease.
  47. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LEGNS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION, PLUS COSTS, AS PROVIDED BY LAW.
  48. In the event TENANT fails to remove his boat and property from the space rented to TENANT upon occurrence of default, or at the termination of the space rental term as defined in Paragraph one (1) charges to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in Paragraph Fifteen (15); and (3) avail itself of any other remedy available to LANDLORD under the Kentucky law.
- IN CASE OF EMERGENCY as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical to a safer area to protect the boat, property or general welfare. If boat is unattended. However, UNDER NO CIRCUMSTANCES IS LANDLORD or under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to identify and hold Landlord harmless from and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT or by the movement of the boat by the LANDLORD in general, the TENANT shall be solely responsible for any emergency measures.
- DRY STORAGE PROTECTIVE COVERING. The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD.
- REMOVAL OR PERSONAL PROPERTY. The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT OR ON THE MARINA.
- BOAT SINKING. In the event TENANT'S boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may, if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all cost to be at TENANT'S expense.
- ABANDONED PROPERTY. Any items of property found on the docks or otherwise on the Marina premises in violation of any provision of this agreement conclusively shall be deemed abandoned, and the LANDLORD is authorized to take possession of such property, dispose of it, and assess a service fee against the offending TENANT, all without notice to TENANT and without being deemed guilty in any manner of trespass, conversion, or any other tortious or improper conduct.
- Neither TENANT, Tenants guests, nor their boats shall cause damage or discomfort to moored boats and their occupants, or to the Marina or its property. Tenant will be liable and responsible for such damages.
- All boats docked in the Harbor shall observe and comply with all health, law enforcement, safety and sanitary regulations governing waterways, as well as all other applicable federal, state and local laws and regulations. The Tenant acknowledges that the land and waterways constituting the Marina and of Dale Hollow Lake have been designated as a "No Discharge Zone" and the discharge of waste from all vessels here whether treated or not is strictly prohibited. The Tenant further acknowledges that all sanitation facilities on boats moored within the Marina and/or the Lake must be sealed against discharge into the Lake as well as registered in a usage log that is maintained at the Marina. Any such illegal discharge or failure to comply with proper registration in the usage log constitutes a default under this Agreement plus subjects the perpetrator to other penalties. The Tenant also agrees that all tenants and guests of the Marina have an unqualified right to the quiet use and enjoyment of their vessels and their slips while moored within this sub-leasehold. To insure that their right to such peace and quietude is not violated, the Landlord has banned any and all boats from the Marina and/or its launch ramp that have noisy "direct exhaust pipes" and/or do not have properly working exhaust and/or muffler systems that suppress such noise. The parties hereto agree that a violation of this ban by the Tenant and/or its guests constitutes a default under this Lease and is grounds for the immediate termination hereof by the Landlord.
- Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. For your convenience, trash and garbage placed in plastic bags and properly sealed will be picked up from the rear deck of your boat, periodically on designated days. No person shall pour oil, paint, solvents, inflammable liquid, or pump oil bilge on the walkways, in the Harbor or in the water. Tenant agrees to be responsible for and pay for damages caused to the Marina by such actions.
- The use of motorcycles, motor scooters, motor powered vehicles of any type, skateboards and bicycles is not permitted on Marina docks and ramps. Approved vehicles for the physically handicapped may be exempt. Firearms and fireworks of any type are strictly prohibited.
- All pets brought into the Marina must be on a leash or enclosed and are not permitted to run loose. Owners who allow their pets to defecate on the docks or in other public areas may find their pets banned from the Marina, and/or their lease terminated by Landlord as this will constitute a breach of this lease.
- Children must be accompanied by a responsible adult at all times. Tenants and their guests are expected to exercise control over their children. Parents will be held responsible for vandalism, or thefts committed by their children. Running on docks and walkways is strictly prohibited.
- Fishing is prohibited from the docks and bridges within the Marina. Fishing is permitted from your finger slip or boat. No fishing lights are allowed on the Marina.
- Boats may be tied up only at the Marina fuel piers. Transferring fuel from boat to boat or storage of fuel on the docks are dangerous practices and therefore prohibited.
- TENANT'S may not place anything on the main walkway. This includes, but is not limited to: dock boxes, steps, supplies, tools, materials, accessories, and debris. Placement of dock boxes, steps, or other additions on the finger slip must have the prior written approval of the LANDLORD.
- Coin-operated laundry facilities are available on the property. Laundry may not be hung to dry on boats, docks or finger piers. Beach towels or wet bathing suits may be laid on boat rails to dry.
- Boats will not be purloined out except upon orders of the owner, or when deemed necessary for the safety of the boat, other boats, or the Marina. In any case, the Boat Owner will be charged for such service at the Marina's prevailing rate.
- Tenants shall park their motor vehicles only in areas designated by the LANDLORD for such purpose and shall abide by all parking, vehicle storage and trailer storage rules as posted by the Landlord or Marina operator from time to time. Violators to the posted parking instructions throughout the Resort complex will be towed pursuant to K.R.S. 189.725, and by executing this agreement, TENANT does hereby consent to LANDLORD'S towing of TENANT'S vehicle(s) so violating, all at TENANT'S expense.
- GENERAL CONDUCT. TENANTS and their guests should conduct themselves at all times so as not to create an annoyance, hazard, or nuisance to others. Loud music, public drunkenness, profanity, and indecency will not be tolerated. A state of general quiet shall prevail after 11:00 PM (GMT). Violations to this code of conduct will constitute an intentional breach of this lease.
- ENTIRE AGREEMENT. This agreement contains the entire understanding between the TENANT and LANDLORD and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. LANDLORD and TENANT agree that if any paragraph or provision violates the law and is unenforceable, the rest of the contract will still be valid.