

Invoice # _____

Conkling Marina and Resort
2010 Summer Moorage Agreement

Date: _____

Slip Number: _____

Vessel Information

Name of Vessel: _____

Registration Number: _____ State of Registration: _____

Length: _____ Make of Boat: _____ Model of Boat: _____

Insurance Agent Name: _____ Policy #: _____

Owner/Representative Information

Owner: _____ Phone: _____

Emergency contact: _____ Phone: _____

Billing Address: _____

Phone: _____ Email: _____

Owners Auto Make: _____ Model: _____ Lic: _____ Color: _____

Boat Trailer Make: _____ License #: _____

Terms and Conditions

It is understood and agreed by and between parties hereto that this contract shall be binding upon the above described vessel owner and shall be subject to the following terms and conditions:

1. Whenever the word "Owner" appears, it shall refer to the person or persons or company indicated as the Owner above, notwithstanding that such a person, persons or company is or are not the legal owners of the boat referred to herein. Wherever the words "Marina" appear, they shall refer to the Conkling Marina and Resort AKA Coeur d'Alene Marina Project, LLC.

2. The Owner of the vessel is responsible for making themselves familiar with all policy, regulations, emergency procedures and environmental procedures pertaining to the Marina.
3. All applicable vessels must be clearly marked with the vessel name and registration number as required by law. Additionally, all vessels must have all required permits and stickers.
4. The Owner understands and agrees that the Marina carries no insurance coverage for risks of loss to said vessel or equipment, nor any insurance for the benefit of Owner, whatsoever.
5. Owners are required to carry comprehensive general liability insurance on his/her vessel. Owner agrees to furnish the Marina with evidence of coverage that names the marina as an additional insured for purposes of this Agreement.
6. All vessels must be able to move under their own power (own engine).
7. The Marina reserves the right to rearrange the position of any vessel moored at the floats or as necessary for the efficient operation of the marina, or for other causes such as safety or emergency, without previous notice to the Owner of said vessel, and the Owner hereby appoints the marina as his/her agent for such a purpose.
 - a. Emergency
 - b. Non-payment of Slip rental
 - c. To facilitate Marina construction or repairs
 - d. Moorage lease agreement not executed.
8. All persons using the facilities, whether the vessel owner, his agents, guests or invites, do so at their own risk, and agree to indemnify and hold harmless the marina, its servants, agents, employees or contractors from any loss, damage, or injury resulting from the acts or omissions of the owner, his/her servants, agent invitees or employees.
9. Pet owners are responsible to clean up after their pets, which are to be leashed when on the docks or ashore. Pet waste shall be promptly cleaned up, removed and disposed of properly. Pet waste may NOT be discarded or washed into the water. Additionally, all pet owners are liable and responsible for the actions of their pets. Pets that are aggressive are not allowed on Marina grounds.
10. Marina Parking Policies
 - a. All Owners and owner guests are required to follow the Marina's posted parking rules and signs.
 - b. If parking policies are not obeyed Owners are held responsible for all third party costs including towing of vehicles, etc.
 - c. All Owners will receive one parking pass per slip that must be in plain sight on the dash of the vehicle while parked at the Marina.
11. The Owner will be required to keep the docks clear of all materials, equipment, bicycles, dinghies, hazardous materials, used oil, old batteries, etc.
12. In the event of an Emergency the Marina reserves the right to move vessels to other locations, but the Marina has no obligation to do so. Boat owners will safe guard their boats in the event of threatening weather. The Owner agrees that the Marina will not be responsible for the loss or for damage to, any vessel, nor any losses or injuries caused to any person by reason of the existence of weather, accident or acts of God.

13. The Marina may cancel this contract if the Owner, his agents or guests break the provisions of this contract and or any of the rules and regulations of the Marina. The owner shall upon cancellation remove his/her vessel from the marina's facility.
14. Payment of Moorage fee is due according to the terms of the payment plan of your choosing. Any slip not paid for will be returned to the use of the Marina for leasing to another client. Loss of slip due to non payment or late payment will result in the loss of any deposit.
15. Refund Policy – All refunds are at the discretion of Management.
16. The Owner may carry out small minor repairs to the Vessel at the floats, but no garbage or other litter shall be thrown overboard or left on the marina's property except in the receptacles provided. This includes all gasoline, flammable liquids, oily rags or other combustible materials.
17. The Marina is not responsible for the loss or damage of dock box contents.
18. The Owner must abide by all Marina/Dock rules. Noise shall be kept to a minimum at all times-quiet hours are from 10 PM to 7 AM. Owners are responsible to use discretion when operating engines, generators, radios, stereos, musical instruments and television sets and barking pets so as not to create a nuisance or disturbance. There shall be no lewd behavior, fighting, destruction or theft of Marina property or misconduct of any kind.
19. In the Event that the Owner fails to vacate the berth in the event of a breach of contract or non-performance of any of the other terms or conditions herein, or if the agreement is cancelled, the Marina shall have the right to seize the vessel, remove it from the berth, and even though it is agreed that the Marina is not a bailee of the vessel and therefore not responsible for the care, custody or control of the vessel or equipment, the Marina may exercise a lien and sell the vessel. In addition, the Marina reserves the right to collect reasonable attorney's fees and costs related to collection of monies owed.

I, the undersigned, hereby acknowledge that I have requested use of the noted facility and agree to pay the associated charges. I have read, understood and do hereby agree to the terms and conditions sited in this contract.

Owner Signature: _____ Date: _____

Conkling Marina and Resort _____ Date: _____

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