

Conkling Marina and Resort
2012 Summer Moorage Terms and Conditions

***Please be sure to sign and date the last page AND initial the bottom of all pages.**

Date: _____ Slip Invoice # _____

Slip Number: _____ Deposit Invoice # _____

Dock Box Rental Marina _____ Own _____
_____ Dock Box Invoice # _____

Trailer Storage Sticker Number _____ Trailer Invoice # _____

Parking Pass Permit No. _____ (One (1) Permit Per Paid Slip)

Vessel Information

Name of Vessel: _____

Registration Number: _____ State of Registration: _____

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

Insurance Agent Name: _____ Policy #: _____

***Please provide us with any changes to your vessel Certificate of Insurance**

Owner/Representative Information

Owner: _____ Phone: _____

Emergency contact: _____ Phone: _____

Billing Address: _____

Phone: _____ Email: _____

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

Boat Trailer Make: _____ License #: _____

Please fill in all information completely. Our policy requires a completed form with updated information each year. It is not acceptable to write "same as last year."

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:

Initials _____

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. The Owner of the vessel is responsible for making themselves aware and abiding by all Federal, State, Tribal and/or local laws.
4. 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.
5. 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.
6. Owners are required to carry comprehensive general liability insurance on his/her vessel. Owner agrees to furnish the Marina with a current certificate of insurance indicating general liability coverage for no less than \$100,000.00 per occurrence.
7. All vessels must be able to move under their own power (own engine).
8. 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.
9. The Marina reserves the right (but not the obligation) to lock up or rearrange the position of any vessel moored at the floats or as necessary for the efficient operation of the marina, or for other causes without previous notice to the Owner of said vessel, and the Owner hereby appoints the marina as his/her agent for such a purpose. Possible causes of such action include but are not limited to the following:
 - a. Emergency
 - b. Non-payment of Slip rental
 - c. To facilitate Marina construction or repairs
 - d. An incomplete administrative file including a Moorage lease agreement, Certificate of Insurance or other paperwork required by the Marina.
10. Owner agrees that payment is due in full in accordance with invoicing schedule. If the full cost of vessel storage is not paid within 30 days of invoice date, the owner agrees to pay a late fee in the amount of \$100 plus 12% interest per annum.
11. Owner agrees that if a deposit is not made on time to hold a slip or if full payment is not received in accordance with invoicing schedule, then the slip will be sold to another party and the deposit will not be refunded.
12. Refund Policy – All refunds are at the discretion of Management.

Initials _____

13. 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.
14. 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.
15. 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. Additional parking passes can be purchased by request or at the Marina Store/Restaurant.
16. The Owner will be required to keep the docks reasonably clear of all materials, equipment, bicycles, dinghies, grills, appliances, chairs, tables etc.
17. Owner is prohibited from possessing and storing hazardous materials, used oil, old batteries, etc while in the Marina. Owner is further prohibited from using detergents, soaps and emulsifiers on spills while at the Marina.
18. In accordance with the Federal Clean Water Act, discharge of oil or hazardous substances is prohibited. Violators may be subject to civil suit, penalties and/or fines.
 - a. In the Case of an Owner discharging any illegal hazardous substance prohibited by the Clean Water Act, the Marina retains the right to terminate the Moorage Contract without refund to Owner.
 - b. Owner is required to have a fueling bib and a functioning Bilge Boom on their Vessel.
 - c. Repairs to vessels must be done out of water due to the possibility of contamination and violation of the Federal Clean Water Act.
19. 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.
20. The Marina is not responsible for the loss or damage of dock box contents.
21. 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.

Initials _____

22. 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.

23. I understand that I automatically agree to the terms and conditions of Conkling Marina by mooring or storing my vessel on the Marina's property.

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: _____

Conkling Marina and Resort
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Worley, Idaho 83876
208.686.1151 phone
208.686.0101 fax
info@conklingresort.com

Accounting Correspondence
PO Box 389
Veradale, WA 99037-0389
1.800.413.9910 phone
1.866.610.1397 fax

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