

MID RIVER MARINA, INC. P: 716-875-7447, F: 716-875-9449
3670 RIVER ROAD, TONAWANDA, N.Y. 14150
SUMMER RENTAL LEASE _____

This agreement entered into this _____ day of _____ 20____ by and between Mid River Marina, Inc. hereinafter called lessor and _____ hereinafter called lessee.

WITNESSETH:

That the lessor hereby lets unto the lessee a certain space (assigned by lessor) which shall be used solely for the slipage of lessee's hereinafter described watercraft for the term beginning May 15th 20____ and ending October 15th 20____ at the term rental of \$_____ payable with a minimum deposit of \$_____ returned no later than the 20th of February 20____. Balance is due to be paid in full no later than April 1st 2016. **NO DEPOSITS RETURNED AFTER MARCH 1ST.**

- It is further understood and agreed that the lessor shall have the authority but not the responsibility to prevent anyone from entering and leaving lessee's watercraft while it is in dockage/storage, except for such persons lessee shall authorize and have previously notified the lessor of in writing subject to all of this list.
- Because of the fire hazard and the lack of sanitary conveniences, no one shall be permitted to live aboard any watercraft while in dockage/storage.
- It is also agreed upon that the lessor will not be liable for any loss on account, but not limited to, fire, flood, theft, hurricane, tornado, or any other curses whatsoever regardless of negligence or fault of any kind and lessor does not cover insurance to cover same.
- It is also further understood and agreed that all facilities are offered by lessor and accepted by lessee with the understanding that the lessor assumes no liability and will not be held responsible for any loss or damage arising for any cause whatsoever and the lessee will carry insurance if he so desires protection. Lessee hereby releases lessor, its agents, servants, and employees from liability of any kind and all loss, cost, charges or damages arising or sustained as a result of any accidents, negligence, torts or trespasses of the lessor, its agents, servants or employees or from any cause whatsoever.
- In the event the lessee shall not on or before the expiration of the term hereof remove the watercraft the term of the lease shall be extended from month to month for a proportionate monthly rental or at such rental as the lessor may from time to time establish by written notice to the lessee thirty days prior to the effective date of the charge rental, if the lessor shall decide not to extend the term of the lease it may at any time prior to the expiration of the original or extended term by thirty days written notice terminate this lease of occupancy hereafter shall be a monthly rate as the lessor shall from time to time establish and the lessee shall within thirty days after such notice remove the watercraft from the premises.
- It is also agreed unless done by lessee personally that all repairs, alterations, refinishing, or overhauling shall be done by the lessor at its usual charges. **NO OUTSIDE SERVICE PERSONNEL ALLOWED.**•Lessee hereby agrees to abide by the following rules and regulations of the lessor hereunto included and identified as schedule "A" on the reverse side of this agreement and to also abide by all federal, state and local laws and ordinances.
- No watercraft is to enter any leased space until lease payment is made in full to lessor, no exceptions.**
- All picnic tables, umbrellas, grills, etc. are to be removed off premises by October 1st. All items left behind will be disposed of.

LESSEE'S SIGNATURE _____ **BY:** _____

LESSEE'S NAME _____

MAKE/MODEL/NAME _____

ADDRESS _____ **REG#** _____ **SIZE** _____

CITY,STATE,ZIP _____ **SLIP#** _____ **SECTION** _____

PHONE# _____ **CELL#** _____ **SLIP RENTALS** _____

EMAIL _____

SCHEDULE "A" RULES & REGULATIONS

The purpose of these regulations are to safeguard life, property, advise patrons of Mid River Marina, Inc. (hereby known as MRM), of their responsibility, injury or damage to persons or property, and to facilitate the orderly operation of MRM.

PERMITS & REVOCATION OF PERMITS

- No watercraft shall enter a slip at MRM except as authorized by a validity issued permit.
- Each permit issued shall apply to only to the particular slip assigned and to the specific watercraft & owner named on the permit. The permit shall not be transferred to another watercraft owner or slip.
- MRM will deny or revoke, as the case may be, a permit to any watercraft that is not maintained in a safe & seaworthy condition.
- A permit for a slip, parking space or any other facility of MRM may be revoked for any violation of any of these rules and regulations, or for any conduct by the permittee, his family, agents or guests who engage in conduct which in the judgment of MRM, may cause injury to a persons or damage to property, or which unreasonably interferes with enjoyment of the facility by others. There shall be no refund of fee in the event of such termination. Upon termination of the permit, the permittee shall promptly remove and requested items from MRM premises.
- Any watercraft, automobile or trailer remaining on MRM property after expiration of the permit will be removed @ the expense and risk of the owner with no recourse to MRM, or become property of MRM.
- There is to be ONE watercraft per slip.** Personal watercraft will have an additional storage fee of \$300.00 which can be assess at any time during the contract period. Please inform MRM if storage for a personal watercraft will be needed.

RESPONSIBILITY

- By the acceptance of a lease or permit to use a slip, parking space or other facility or by the use of any facilities of MRM, each person using the MRM facilities agrees to assume the risk of personal injury to himself or damage to MRM or other property, and agrees to waive and all claims whatsoever description against MRM, for injury to persons or property occurring on MRM premises, or in any way related to his/her presence at MRM facilities. Each person holding a lease or permit to use MRM facilities agrees to indemnify and hold harmless the operators of MRM and its agents and employees from any and all claims for liability for personal injury or property damage to themselves, their families, agents or guests resulting from their use of MRM facilities or in any way related to their presence on MRM property or facilities.
- Operators of watercraft of any type are responsibly for seeing that their vessels are properly moored and for taking all other precautions to insure that their vessels are secure from damage from any and all causes, including without limitation enumeration, fire, storm, theft and vandalism.

SANITATION

- Garbage and refuse shall be deposited in containers provided by MRM.
- No garbage, oil sludge, refuse matter, sewage or waste material of any kind is permitted to fall in the water or the docks or shore area of MRM any time. No Hazardous Materials are to be placed into waste containers, on docks, or in the water on MRM property for any reason.

FUEL PIERS

- No smoking of any type is allowed on land at the fuel pier, or any boats at the fuel piers.
- Pilot lights on gas stoves must be extinguished prior to docking at fuel pier and not ignite until 200 feet away from the pier.
- Service personnel will be instructed to refuse to any watercraft not in full compliance with fire and safety regulations while at the fuel pier. This is in compliance with Federal and State regulations regarding boat fueling.
- Boats shall be promptly cast off from fuel pier after service, and in no event are to be left unattended by the captain or responsible party while at the fuel pier.
- There will be absolutely no fueling at MRM boat slips by boat owners or responsible parties.**

PARKING LOTS

- Boat trailers are to be parked on MRM property only with expressed permission of MRM management
- Lessee is permitted to park one automobile on MRM premises. Guest parking is available on River Road, and when MRM management grants permission on MRM property. Any vehicles or other items left for extended periods on MRM property can be towed away at the owner's expense.

PETS

- Pets are to be kept on a leash at all times when not on the owner's boat or in automobile.
- Pet owners are responsible to clean up after their pets and see that they do not bother other patrons or guest at MRM.

GENERAL

- Under this docking permit no vessel shall use MRM for picking up or dropping off of passengers for hire or boat charter of any type.
- Swimming, diving, bathing, or fishing within the waters of MRM or its piers, docks or slips are prohibited.
- Watercraft are required to be registered with either the US Government or the State of NY and for which it leases or permits are issued are required to have either US Government or NYS registration number properly affixed to their vessel. In addition, boat owners must carry proof of protection and indemnity insurance coverage in the amount of \$50,000.00 for boats up to 19 foot and \$100,000.00 for all boats greater than 19 foot and for proof upon request of MRM personnel.
- Alterations of docks, piers or slips by any methods are strictly prohibited without prior authorization of MRM management.
- Radios, TV's and other means of electronic or mechanical means of reproducing or enhancing sound shall be reduced to a low level after 10:30pm to facilitate the enjoyment of the MRM area for everyone.
- Boats to be deemed to be in danger of sinking will be pumped out and a charge will be assessed to the owner of the boat. If added time and equipment are required, regular labor rates will apply.
- The use of refrigerators, hot tubs and cabinetry is strictly prohibited. Dock boxes are the only approved item allowed unless prior authorization given in writing by management.