



Boat Slip Lease

Willard Bay State Park
900 West 650 North #A
Willard, UT 84340
(435) 734-9494

Park Use
[] Photocopy of registration or documentation attached

1. BOAT SLIP LEASE

This Lease, effective _____, is between the State of Utah, DIVISION OF PARKS AND RECREATION, referred to as the Division, and _____ Name
of _____
City of _____, State of _____, Zip Code _____
home phone number (____) _____, work phone number (____) _____ and e-mail address _____ referred to as Boat Owner. Division leases to Boat Owner and Boat Owner takes by hire from Division, that portion of Division's marina known as boat slip no. _____, subject to the following terms and conditions:

2. BOAT AND AUTOMOBILE INFORMATION

Bow No.: UT- _____ - _____ Registration Sticker No.: _____
C.G. Doc.: _____ Hull I.D. No.: _____ [] Sailboat or [] Motorboat
Manufacturer: _____ Model: _____ Boat Name: _____
Color: _____ Length: _____ Beam: _____ Draft: _____
Insurance Co.: _____ Radio Call Letters or Hailing Name: _____
Owner's Automobile Make: _____ Model: _____ Color: _____
License No.: _____ Emergency Telephone No.: (____) _____

3. RENT AND DURATION

Boat Owner shall pay the Division for the use of boat slip no. _____, together with provided utilities if available and use of adjacent areas, the amount of (\$ _____) annually, payable in advance at the park office. This Lease is effective on ____/____/20____ and will terminate on ____/____/20____ or December 31 of each year according to whichever date comes first.

4. AMENDMENT OF TERMS AND CONDITIONS

The parties agree that the Standards attached hereto are part of this Lease and are incorporated herein by reference. The Division reserves the right to alter or amend the Standards of this Lease from time to time by: (a) written notice to Boat Owner; and (b) prominent publication by notice on the marina grounds. The parties agree that these amended Standards are also part of this Lease.

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BOAT SLIP LEASE CONT'D

5. BOAT OWNER'S LIABILITY; INDEMNITY OF DIVISION

Boat Owner covenants to exercise due care in occupation of the leased boat slip and to vacate the slip in good condition, wear and tear occasioned by normal use is excepted. Boat Owner shall indemnify and hold harmless the Division from and against claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Boat Owner's possession and use of the leased boat slip.

6. COMMERCIAL ACTIVITY

The undersigned Boat Owner agrees not to use the boat slip covered by this Lease, or the boat moored there, to conduct any type of commercial activity including sale of boats, rental of boats or carrying passengers for hire, or in any other fashion without the express, written permission of the park manager. Notwithstanding any other provisions of this Lease, upon the first evidence of commercial activity, this Lease shall immediately terminate, and the Boat Owner shall have seven (7) days to remove his/her boat from the Marina. If the boat is not removed, it shall be impounded by the Division, or removed from the Marina by the Division at the Boat Owner's expense.

7. BOAT OWNER'S RESPONSIBILITY

The undersigned Boat Owner certifies he/she has fully read, understands and agrees to abide by all of the Standards of this Lease which includes those set forth in the Standards, which are included and incorporated herein. Boat Owner agrees to comply with all Utah boating laws and rules, State Park rules, and marina operating procedures. Copies of all laws, rules, and procedures are available upon request.

8. MUSSEL-FREE CERTIFICATION

Has your boat been used at any body of water known to be infested with Quagga/Zebra Mussels in the last 30 days? Please list all bodies of water the boat has been on in the last 30 days for first time slip owners. If you have had a slip and are renewing please list bodies of water the boat has been on during lease period.

If your vessel has been used in infested waters, was your boat and trailer thoroughly washed with scalding hot water and allowed to completely dry for at least 5 days since you last launched? You must have removed all dirt, organic material, or grit from the boat. You must have drained and flushed all live wells, bilges and systems that may hold water. The boat must be allowed to dry for at least 5 days.

If your boat has been in infested waters and you have not had it cleaned to the above specifications, you need to arrange for a professional decontamination to be done before the boat and trailer can be placed in the water. It is your responsibility to keep your boat mussel free during slip rental period.

9. ADDITIONAL CONDITIONS AND TERMS

IN WITNESS WHEREOF, this Lease is executed on the dates set forth below:

BOAT OWNER

Name Date

PARKS AND RECREATION

Park Manager Date

Receipt Number _____

1. SLIP ASSIGNMENT:

- (a) Boat owner shall be assigned a slip at the discretion of the Park Manager in accordance with the size of the boat to be accommodated. Reassignment of a boat to a more appropriate slip is permitted, as need arises, and shall be done according to the requirements of the Park Manager.
- (b) The Lease and the slip assigned therein are non-transferable and non-assignable by the Boat Owner. The Lease will terminate with any attempted transfer, assignment or sublease of slip assignments between Boat Owners, corporations, partnerships or any combination thereof.
- (c) When all appropriate size slips are rented, a waiting list will be established.
- (d) Other than for transient use, Boat Owner will be allowed only one slip at any single state park marina per year.
- (e) Assigned slips are accepted "as is" upon execution of the Lease.
- (f) The lessee must be the registered owner of the boat, which is to occupy the slip.
- (g) No boat other than that one assigned to a slip may occupy the slip unless written permission from the Park Manager.
- (h) Slip rates shall be determined according to the current Utah Division of Parks and Recreation Fee Schedule. Boat Owner acknowledges slip rates are subject to change and continued occupancy of the slip requires a current Lease Agreement.

2. BOAT OWNER'S RESPONSIBILITIES:

- (a) All sailboats and motorboats must be properly and currently registered with bow numbers and stickers properly displayed before utilizing any state marina. Each year, upon registration, Boat Owner agrees to give the Park Manager a copy of the boat's current registration card or documentation.
- (b) Boat Owner must store all personal property within or on his/her boat. Adjacent common dock areas must be kept clean and free of litter, trash and debris. Attachments and modifications to any portion of common area is prohibited unless approved by the Park Manager. Storage of flammable materials on docks or in dock boxes is prohibited.
- (c) Upon entering into his/her lease, the boat owner will be required to purchase a State Parks Annual Pass OR provide proof that they currently own a State Parks Annual Pass for access to the park.
- (d) All boats must be maintained in a seaworthy condition and be properly moored with adequate mooring lines and shall not exceed two feet of overhang. No reconstruction that would make the boat unseaworthy or unsightly shall be undertaken in the marina. Boat Owners performing maintenance shall not obstruct piers and/or access to fingers with tools and equipment.
- (e) No vessel moored within the marina shall be used as a place of residence, except as expressly authorized in writing by the Park Manager.
- (f) PWCs, dinghies and rowboats must be tied in the same assigned slip as the boat on the Lease agreement and together cannot exceed two feet of overhang.
- (g) No person shall leave any functioning heating equipment unattended onboard their boat.
- (h) Boat Owner shall immediately notify the Division of the necessity of slip or dock repairs or of any dangerous condition in the marina requiring attention.
- (i) The Boat Owner agrees the Division shall not be held liable for any injury, loss or damage to his/her boat or other property, or injury to individuals arising from the Boat Owner's use of a State Park Marina facility and management decisions by the Division. The Boat Owner further agrees to indemnify, save harmless and release the Division, State of Utah, including all state officers, agents and employees from and against any and all loss, damages to property, injury to or death of any person, liability, suits, claims, actions, expenses and proceedings arising from the use of his/her boat or the State Park Marina facility.
- (j) Boat Owner agrees to comply with all Utah boating laws and rules, State Park rules, and marina operating procedures. Copies of all laws, rules, and procedures are available upon request.
- (k) If the park has a trailer parking area, and if space is available, the Boat Owner may utilize the parking upon completion of a Dry Storage Lease form and payment of fees.
- (l) Boat Owner agrees to comply with any "Additional Conditions and Terms" listed within Category #9 that are specific to this Lease.

3. PAYMENTS:

- (a) No boat shall be permitted to be moored in the marina until a boat slip Lease contract has been completed, rent payment made and slip assignment obtained.
- (b) Payment of slip rental fees shall be made in advance on a monthly, quarterly or yearly basis as indicated above. If full payment is not received on or prior to the due date, the Division may terminate the Lease.
- (c) Rent payments may be made by cash, money order, check, Visa or MasterCard. Personal checks must include Boat Owner's driver license number. Money orders and checks are to be made payable to Utah State Parks and Recreation and mailed to the appropriate state park address.
- (d) Boat Owner must also pay all other park fees, which are not specifically a part of his/her slip rental contract.

4. TERMINATION OF LEASE:

- (a) Boat Owner may terminate the Lease at any time by giving thirty (30) days written notice. Return of any rental payments shall be at the discretion of the Division.
- (b) The Division may terminate the Lease if the Boat Owner defaults by failure to perform or comply with any of the terms or conditions of his/her Lease; provided, however, the Division shall first give the Boat Owner thirty (30) days written notice of the default and allow the Boat Owner ten (10) days from the date written notice is given to cure. If the Boat Owner does not cure the default within ten (10) days of notification, the Lease may be terminated upon the running of the thirty (30) days.
- (c) On termination of the Lease, Boat Owner shall immediately remove the Boat from the slip and shall remove all personal property including any litter, trash or debris from the marina and state park property. Should the Division deem it necessary to move the vessel and personal property, it will be at the Boat Owner's expense. If the Boat Owner fails to remove the vessel within ten (10) days after termination of his/her agreement, the Boat Owner agrees the Division may (but is not required to) cause the Boat to be removed (together with all personal property including any litter, trash or debris located on or about the boat) to a location of the Division's choice. (The Boat Owner shall pay or reimburse to the Division all cost incurred or charged by the Division and any third-party by reason of such removal.) The Boat Owner is also liable on a pro rata basis for the time in which the boat occupies a slip absent a valid Lease. Boat Owner agrees the Division, its employees and agents shall have no liability to the Boat Owner or to any other person for any loss or damage resulting from any such removal of boat or failure to remove such boat, whether occurring by negligence or otherwise, and Boat Owner waives any rights against all such persons and entities by reason of such removal. Furthermore, if the Boat Owner does not claim a boat within sixty (60) days of termination of the Lease the Division may use state surplus property procedures to dispose of the boat to pay any delinquent charges.
- (d) Termination of his/her Lease shall not extinguish or forgive any obligation, which has occurred by the Boat Owner and shall not preclude any cause of action nor any other remedy available by law to the Division.
- (e) On Transfer of boat ownership, the Lease, at the sole option of the Division, shall automatically and immediately terminate at such time as the Boat Owner sells, leases or otherwise transfers any or all of his/her interest in the boat to any other party, whether or not such transfer is voluntary or involuntary, by operation of law, under legal process or proceeding, by receivership, in bankruptcy or otherwise.

5. GENERAL PROVISIONS:

- (a) The laws of the State of Utah shall govern the provisions of the Lease.
- (b) If any portion of the Lease is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not affect any other portion or provision, which shall be given the fullest effect permitted by law.
- (c) The Boat Owner shall pay the Division for all costs and expenses the Division incurs in enforcing the provisions of the Lease, and shall pay the Division reasonable attorneys fees.
- (d) The Division reserves the right to remove the boat from the slip whenever the Division deems it necessary for safety or for maintenance of the marina area.
- (e) The exercise or failure to exercise, or delay or forbearance in exercising any remedy for any breach of his/her agreement shall not be deemed as a waiver of Division's rights unless set forth in writing.
- (f) All notices, demands and requests that may be or are required to be given pursuant to the provisions of the Lease may be delivered in person, or sent by United States first class mail, postage prepaid, as follows:
- (1) If to the Division, or the Park Manager at its designated address.
 - (2) If to Boat Owner, at the residence or business addresses set forth in his/her Lease or to such other address as Boat Owner may subsequently designate by written notice. The Boat Owner is required to notify the Division of any change in address.
 - (3) Notice, is deemed to have been given on the date the Notice is served in person, or placed in the United States mail.