



Willard Bay State Park Boat Slip Lease Permit

2022

900 West 650 North ♦ Willard, Utah 84340 ♦ (435) 734-9494

1. PARTIES

This Boat Slip Lease Agreement or Permit ("Lease") is between the State of Utah, **DIVISION OF PARKS AND RECREATION**, referred to individually as ("Division" or "Utah State Parks"), and Lessee _____

_____, referred to individually as "Lessee" or "Boat Owner." The Division and Boat Owner shall be referred together as "the Parties." Boat owner's address is as follows: Street Address _____ City _____, (State) _____, (Zip Code) _____;

Lessee's telephone number(s): (Home Phone) (____) _____, (Cell Phone) (____) _____, and Work Phone (____) _____; Lessee's Primary E-mail address _____.
Boat Owner's Primary Emergency Contact: (____) _____.

2. . RENT

Boat Owner shall pay the Division for the use of assigned boat slip, together with provided utilities, if available, and use of adjacent areas, in the amount of (\$ _____), payable in advance at the park office. This Lease is effective on _____ and will terminate on _____.

Division leases to Boat Owner and Boat Owner takes only the right of dockage in the Division's marina, at a location known as boat slip, _____, subject to the following terms and conditions:

3. BOAT AND AUTOMOBILE INFORMATION

Bow Number: **UT-** _____ Registration Sticker No.: _____
C.G. Doc.: _____ Hull I.D. No.: _____ Sailboat Motorboat
Year: _____ Manufacturer: _____ Model: _____ Boat Name: _____
Color: _____ Length: _____ Beam: _____ Draft: _____
Owner's Automobile Make: _____ Model: _____ Color: _____
License Plate No.: _____

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.

5. 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 or Harbor Master. 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.

BOAT SLIP LEASE CONT'D

6. LIABILITY INSURANCE

Boat Owner and Division agree that the risk of loss or damage from any cause to any property belonging to Boat Owner is to be borne by Boat Owner. Boat Owner agrees that he or she will carry insurance covering their property for any loss or damage as required by Utah Code Annotated [31A-22-1503](#) while in or about the marina, including the boat slip, and hereby waives the subrogation against Division. Boat Owner also agrees that Division will not be responsible for any loss or damage whatsoever and without exception for any other cause, including but not limited to loss or damage caused by wind, fire, snow or rain, storm, theft explosion, , to any property belonging to Boat Owner. Boat Owner also agrees to be liable for any damage to Division land(s), water(s), or property caused by Boat Owner and/or their vessel.

7. AQUATIC INVASIVE SPECIES

Boat Owner agrees to complete the Utah Division of Wildlife Resources Mussel Aware Boater program. (Go to STDofttheSea.Utah.gov to access training materials and information.) If the vessel has been used in infested waters, the Boat Owner agrees to Clean, Drain and Dry the vessel for the following recommended times: 7 days in the summer, 18 days in the spring/fall, and 30 days in the winter, or 30 days if the vessel has been in unverifiable waters. If the Boat Owner is unable to complete the recommended dry times, owner agrees to arrange for a professional decontamination to be done before the vessel and trailer are placed in the water. It is the owner's responsibility to keep the vessel mussel free during slip rental period. Violators of this section will be charged with an infraction and subject to fines up to \$200.

8. ELECTRICAL SAFETY

Boat Owner agrees to the following Rules/Guidelines:

- a. No swimming in the marina or near the boat slips at any time.
- b. All vessels that utilize power must be equipped with ground fault protection on all electrical systems.
- c. Extension cords must be commercially manufactured, National Marine Electronics Association Compliant, continuous, and kept out of the water at all times.

9. REQUIRED DOCUMENTATION

Prior to taking possession of the assigned slip, the Boat Owner will provide the Park Manager with copies of the following documentation:

- Current registration
- Current liability insurance
- Completed Mussel Aware certification
- Vessel Safety Inspection (completed at the park by a ranger)
- Proof of valid Annual Park Pass

Failure to comply with any or all parts of this section will result in termination of this agreement.

10. ADDITIONAL CONDITIONS AND TERMS (See Attachment A)

Individual park's conditions may differ. Please refer to the additional Conditions and Terms attachment for more information.

IN WITNESS WHEREOF, this Lease is executed on the dates set forth below. Upon the signing of this Lease the undersigned hereby certifies that he/she has carefully read and fully understands all terms, conditions, and standards of this Lease, his/her obligations therein, and all laws and regulations governing the use, operations and equipment of vessels within the state of Utah.

BOAT OWNER

Signature

Date

PARKS AND RECREATION

Park Manager/Harbor Master Signature _____

Date

Receipt Number _____

STANDARDS

1. SLIP ASSIGNMENT:

- (a) Boat Owner shall be assigned a slip at the discretion of the Park Manager or Harbor Master 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 unless given written authorization from the Park Manager.
- (e) Assigned slips are accepted "as is" upon execution of the Lease.
- (f) The Lessee must be the registered owner of the boat occupying the slip.
- (g) No boat other than that one assigned to a slip may occupy the slip unless the Boat Owner first obtains written permission from the Park Manager or Harbor Master.
- (h) Slip rates shall be determined according to the Utah Division of Parks and Recreation Fee Schedule at the time this Lease is executed by the Parties. 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 in the state of Utah 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 certificate or documentation and current proof of liability insurance as required by Utah Code Annotated [31A-22-1503](#) prior to possession of the slip.
- (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, in addition to the slip, shall purchase or provide proof of having purchased a valid annual park pass that was issued to the same person as on this lease.
- (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 into the dock way or into the fairway. No boat reconstruction making the boat unseaworthy or unsightly shall be undertaken in the marina. Boat Owners performing maintenance shall not obstruct gangway and/ or access to finger piers with tools and equipment.
- (e) No vessel moored within the marina shall be used as a place of residence or habitation, except as expressly authorized in writing by the Park Manager or Harbor Master.
- (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 operating or 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. Boat Owner also agrees to be liable for any damage to Division land(s), water(s), or property caused by Boat Owner and/or their boat.
- (j) Boat Owner agrees to comply with all Division and Utah boating statutes and rules, and marina operating policies and procedures, and any other applicable State and Federal laws. Copies or references of all Utah statutes, rules, policies and procedures are available upon request. Go to stateparks.utah.gov/activities/boating/boating-laws-rules/ for more information.
- (k) Lease does not include trailer parking. 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 is 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 yearly basis. 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, Discover, American Express 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 lease.

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. Boat Owner agrees that personal service of the notice of default shall be accomplished by regular United States Mail mailing the notice to Boat Owner's residence by regular mail. Therefore, timing shall begin the date the notice is placed in the mail. Any other method of communication pertaining to the notice of default by the Division to Boat Owner, by phone or email, shall be a professional courtesy, only. Therefore, Boat owner is obligated or carries the burden to always keep his records or contact information current with the Division. Any changes to Boat Owner's contact information must be provided by Boat Owner in writing and delivered to the Park Manager or Harbor Master.
- (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 costs 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 attorney's fees and costs enforcing the term(s) of this Lease
- (d) The Division reserves the right to remove the boat from the slip whenever the Division deems it necessary for safety, or maintenance of the marina area, or compliance with Federal and State law.
- (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 maybe delivered in person, or sent by United States first class mail, postage prepaid, as follows:
- (1) If to the Division, or Park Manager or the Harbor Master 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, by email, or placed in the United States mail.