



Bear Lake State Park Dry Storage Permit

Non-Motorized
DS# _____
Receipt# _____

P.O. Box 184 ♦ 940 North Bear Lake Blvd ♦ Garden City, Utah 84028 ♦ (435) 946-3343 ♦ bearlake@utah.gov

Applicant's Name _____ Email _____
Street Address _____ City _____ State _____ Zip _____
Rental Period _____ to _____ Amount Paid _____
Primary Phone _____ Alt. Phone _____
 Sailboat Motorboat PWC Kayak Paddleboard RV/Motorhome Trailer

Description of item(s) to be dry stored: _____
Bow No. _____ Reg. Sticker No. _____ Hull/VIN No. _____ Plate State/No. _____

Upon the signing of this rental agreement the undersigned hereby certifies that he/she has carefully read and fully understands all terms and conditions of this contract, his/her obligations therein, and all laws and regulations governing the use, operations and equipment of vessels within the State of Utah.

Applicant Signature Date Park Manager Signature Date

The State of Utah, Division of Parks and Recreation hereby grants to the above signed applicant a permit for the boat/vessel designated above to occupy storage space at the above identified state park per the following terms and conditions:

- Dry Storage Permit Fee** – To obtain reserved dry storage space, applicant hereby agrees to pay the monthly, semi-annual or annual fee provided by the Division's posted and approved fee schedule applicable to dry storage within the Utah State Park system. The division reserves the right to change this posted fee at any time during the term of this agreement upon Board approval. Failure by applicant to pay on time all appropriate fees and all other charges provided in the fee schedule in accordance with this agreement will result in loss of reserved dry storage space and may result in other actions by the state as outlined below in paragraph 5. This agreement shall not become effective until the applicant pays the Division of Parks and Recreation the monthly, semi-annual or annual fee.
- Waiver of Responsibility** – It is mutually agreed that the state shall not be liable for injury, loss or damage to said boat/vessel/vehicle, its tackle, apparel, fixtures, equipment, and its trailer or other property of applicant or to the person of applicant or his agents or invitees arising from applicant's use of state dry storage facilities. Applicant hereby releases the State of Utah from all claims and causes of action therefore that exist or may arise in the future.

Applicant further agrees to indemnify and save harmless the state against any and all damages to property or injuries to death of any person arising from the applicant's use of state marina facilities, and to defend, indemnify and save harmless the state against any and all claims, actions, proceedings, expenses and liabilities whatsoever arising therefrom.
- Non-Commercial Use Only** – The state hereby grants applicant dry dock storage space for the boat/vessel/vehicle so designated within this agreement at the above identified park area for the purposes of non-commercial use. Rights granted applicant under this agreement is non-transferable. The temporary use and occupancy of the premises and improvements herein may only be sublet by the applicant to third parties with prior written approval of the Park Manager. The applicant, however, shall at all times, while this agreement is in effect be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
- Storage Maintenance** – The applicant shall maintain his/her assigned dry storage area to standards of orderliness, neatness, sanitation, and safety acceptable to the Division.
- Default** – In the event the applicant does not pay, as herein provided, the fees and/or other charges which are accrued in favor of the Division, or applicant otherwise violates the provisions of the agreement, the applicant shall be in default. If the applicant is in default, the Division shall have the right, at its option, to take possession of the applicant's boat/vessel/vehicle, motor, tackle, apparel, fixtures, equipment, and trailer, and hold the same as security for said payment plus any expenses which may reasonably be incurred by the Division in connection with the exercise of said right, including a reasonable attorney's fee. The Division may, at its option, retain such possession at the park area or elsewhere until all charges are fully paid. If such default continues for a period of thirty (30) days, the Division is expressly authorized and may, at its option, sell the boat/vessel/vehicle, motor, tackle, apparel, fixtures, equipment, and trailer at public sale, after giving notice in writing to applicant's address as shown on this lease. The notice shall contain the time and place of such sale. The purchaser at such sale shall be entitled to possession of, and title to, the boat/vessel/vehicle, motor, tackle, apparel, fixtures, equipment, and trailer upon payment of sale price to the Division. If the boat is sold as provided herein, the proceeds of such sale shall be applied first to payment of all accrued amounts due to the Division through the date of such sale, and all costs incurred thereto, including a reasonable attorney's fee. The excess, if any, shall be deposited by the Division in an escrow account and paid to applicant on applicant's written demand. In the event the proceeds of such sale do not pay such accrued amounts and costs, applicants shall continue to be liable to the Division for any such deficiency.
- Term** – This agreement shall become effective on the date stated herein and shall remain in force until terminated (a) on the date stated within the permit, (b) for default pursuant to paragraph 5 above, or (c) by applicant ten (10) days preceding receipt of written notification by the Division.
- Aquatic Invasive Species** – Boat Owner agrees to complete the Utah Division of Wildlife Resources Mussel Aware Boater program and include a copy of the completed certification with this permit. (Go to SIDoftheSea.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.
- Entire Agreement – Amendments** – This constitutes the entire agreement between parties. No modification or amendment of the agreement shall be valid unless evidenced in writing and signed by both parties.