

ADDITIONAL TERMS AND CONDITIONS TO DRY STORAGE PERMIT

Maximum length of equipment shall not exceed approved permit amount.

Boat Owner Responsibilities:

- a. Assigned Spaces: Accepted "as is" upon execution of the Permit. The Boat Owner acknowledges that the Division, State of Utah, Bureau of Reclamation, and Central Utah Water Conservancy District are not liable for damage to their vessel due to weather, natural disasters, or improper parking. The Boat Owner agrees to indemnify, save harmless, and release the aforementioned parties, including officers, agents, and employees, from any/all loss, damages, liability, suits, claims, actions, expenses, and proceedings arising from the use of their vessel or State Park facilities.
- b. Vessel Ownership: The permittee must be the registered owner of the vessel occupying the space. Subleasing, transferring, or allowing another vessel, except the one listed in this agreement, to use the assigned dry storage spot is prohibited unless authorized by the Park Manager.
- c. Registration Requirements: All vessels must be properly registered with a displayed boat number and sticker before using any state marina. The Boat Owner agrees to provide the Park Manager with a copy of the boat's current registration card or documentation papers.
- d. Space Occupancy: The Boat Owner may not occupy the assigned space until the vessel has been properly inspected by park staff. Failure to comply may result in the termination of the lease. An inspection appointment must be scheduled by calling the park office.
- e. Storage and Common Areas: All personal property must be stored within or on the vessel. Adjacent common areas must remain clean and free of litter, trash, and debris. Modifications to any portion of the common area are prohibited without approval from the Park Manager. Dinghies and rowboats must be tied with the vessel in the assigned space and cannot exceed the length or width of the assigned space.
- f. Residence Prohibition: No vessel stored within the dry storage area shall be used as a place of residence, except with written authorization from the Park Manager.
- g. Heating Equipment: Leaving any functioning heating equipment unattended is prohibited.
- h. Right of Removal: The Division reserves the right to remove the vessel from the space whenever deemed necessary for safety or dry storage area maintenance.
- i. Safety Notifications: Boat Owners must immediately notify the Division of necessary repairs to the storage area or any dangerous conditions requiring attention.

j. Additional Park Fees: The Dry Storage Permit does not cover all park fees. Boat Owners are required to pay for any other park fees not specifically included in this Permit.

Termination of Permit:

a. Termination Procedure: Boat Owners may terminate the Permit at any time by providing thirty (30) days written notice. If less than thirty (30) days notice is given, the Boat Owner may forfeit two (2) weeks of payment refund. If the Permit is terminated due to failure to comply with contract terms, the Boat Owner may forfeit two (2) weeks of payment refund from the date of vessel removal from the slip. Upon termination, the Boat Owner must remove the vessel and all personal property from state park property immediately. Failure to remove the vessel within ten (10) days after termination may result in the Division moving the vessel at the Boat Owner's expense. The Boat Owner is also liable for the time in which the boat occupies a space absent a valid permit. Boat Owners must cover all costs incurred by the Division and third parties due to removal or failure to remove the vessel. If the Boat Owner fails to claim the boat within 60 days of permit termination, the Division may use State Surplus procedures to dispose of the boat to cover any delinquent charges.

b. Obligations and Remedies: Termination of the Permit does not relieve the Boat Owner of any obligations incurred. The Division retains any cause of action and remedies available by law.

c. Transfer of Ownership: The Permit shall automatically terminate upon the transfer of the boat ownership.

Security:

a. Area Security: The Dry Storage area is enclosed by a fence but is not considered secure. The area remains unlit at night.

Printed Name

Date

Signature