



318 E. Lake St. Waconia, MN 55387
 Marina: 952-446-5795
 Lola's Phone: 952-442-4954
 Email: marina@lolalakehouse.com

2020 SLIP RENTAL AGREEMENT

Name _____ Email _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work _____ Cell _____

Please circle your boat type: **Sail** **Power** **Pontoon**

Boat Manufacturer _____ Year _____ Motor Type & Size _____

Length _____ ft. Bow Number _____

Boat Name _____

Insurance Company _____ Policy # _____

**A copy of your key will be required to be kept on site at the marina
 (For safety and emergency use only)**

Total Due \$ _____ 2020 Slip Request _____ (See 2020 Slip Rate Sheet)

50% Due with signed contract by December 15th, 2019

Please circle payment method:

Cash **Check** # _____ (Payable to Lola's Lakehouse)

Charge: Half Payment \$ _____ Full Payment \$ _____

Credit Card # _____ Expiration Date: _____

Signature: _____

Mail to: Lola's Lakehouse
 318 E. Lake Street, Waconia, MN 55387

ACCEPTANCE and ACKNOWLEDGEMENT: I have read both pages of this agreement and agree to be bound by all of the terms, conditions and obligations contained herein, agree that I am solely responsible for all charges incurred hereunder and agree that any violation of the terms hereof, including failure to pay charges when due, may result in expulsion from the Marina, forfeiture of slip, and use of other remedies available to the Marina as set forth in the terms and conditions of this agreement.

Boat Owner Signature _____ Date _____

Over

TERMS AND CONDITIONS

- DEFINITIONS:** For purposes of this agreement, the following definitions shall apply unless otherwise clearly indicated: "Owner" shall mean the Boat Owner/Lessee or other person entrusted and charged with the care, custody and control of a boat. "Marina" shall mean Lola's Lakehouse.
- The Owner agrees to abide by the rules and regulations set forth by the Marina, the City of Waconia, and all other authorities with Jurisdiction over the Marina property or Lake Waconia. Owner agrees to follow all state laws concerning transport of invasive species. _____ **Initial**
- No vessel shall be moored, handled or stored at the Marina without a signed contract. Any delinquent bill shall give the Marina the right to remove the delinquent owner's boat from its slip and place it in storage. Any expenses incurred by the Marina due to violations of this agreement by Owner shall be assessed against Owner. If Owner's bill remains unpaid ten days after notification by registered letter, Owner forfeits any remaining slip rights under this agreement.
- Owner may not sublet nor allow his slip to be used by any boat other than that described in this contract, nor use or keep any vessel in the Marina for rental or commercial purpose. The Marina reserves the right to use vacant slips for temporary moorings.
- Insurance safety regulations prohibit refueling within the Marina except at the gas dock. There shall be no combustible fuels on the docks.
- To protect the docks and other boats in the Marina, all boats shall use bumpers and lines in numbers satisfactory to the Marina and all lines shall be at least 1/2 inch diameter and be fitted with "snubbers" or "mooring compensators". Extra lines or snubbers may be attached to any boat if required in the judgment of Marina and the Owner billed for such lines or snubbers. _____ **Initial****
- The Owner agrees that should he sell or part with possession of the vessel described herein, the new owner or possessor has no right to the space allotted to that boat hereunder. No "For Sale" or other signs may be placed on the vessel or boat slip without prior approval and the Marina is hereby authorized to remove any non-approved signs from the vessel or slip without notice to the Owner.
- Please use courtesy and respect when dealing with other boaters, restaurant patrons and staff. Disorderly or indecent conduct could result in the forfeiture of your boat slip.
- The Owner agrees to provide the Marina with a current copy of liability insurance coverage and you are required to leave a key to your boat with us at the marina. _____ **Initial**
- No trailers or cradles shall be allowed to remain on any Lola's Lakehouse property without a valid storage agreement.
- All boats not hauled off the Marina property by the date specified by the Marina as the end of the season (**Oct 1st**), may be hauled out and/or placed in storage by the Marina at the Owner's expense. _____ **Initial**
- Owner shall not place dock steps, supplies, materials, or debris on any Marina dock nor shall he construct thereon any lockers, chests, dock steps, cabinets or permanent bumpers.
- Owner shall not hire any outside mechanic, repair, or maintenance person without the approval of Marina. Any approved persons shall provide proof of proper insurance.
- Under no circumstances may any Owner board any boat other than his own without the Owner of such other boat present.
- The Owner hereby grants Marina personnel permission to board his boat if required, in Marina judgment, for reasons of safety or prevention of damage to his boat or others in the Marina.
- The Owner agrees that he, his guests and invitees, will not pursue or permit a course of conduct that will create a nuisance or disturbance to other boat owners, their guests or invitees.
- The Owner agrees that the Marina may subcontract winter storage and understands that, in any event, access to the boat during winter storage is not guaranteed. _____ **Initial**
- The Owner hereby acknowledges an indebtedness to the Marina in the amount indicated on the face hereof, and agrees to pay the designated amounts as they become due. In the event that said sums are not paid when due, Owner hereby agrees to pay a late payment fee of \$10 per month and interest at the rate of 1.5% per month, and confesses judgment in the amount of any outstanding balance due the Marina, plus interest from the date hereof, costs, disbursements, and reasonable attorneys fees. Owner hereby agrees that the Slip reservation fee indicated on the face hereof may be used for any past due monies or damages owed to the Marina by the Owner. Owner hereby further agrees that in the event of any legal action or proceeding may become necessary to collect such monies, any such action will be venued in Carver County, State of Minnesota, and Owner accordingly consents and submits himself to the exclusive jurisdiction of the municipal and district courts of said county.
- LIMITATION OF LIABILITY-HOLD HARMLESS:** In consideration of the promises and covenants contained herein, and in addition to any and all limitations of liability expressed elsewhere in this agreement, the Owner hereby agrees to full indemnity and hold Marina harmless against any and all loss, costs or expenses, including reasonable attorneys fees for which the Marina may become liable, due to the acts or omissions of the Owner, Owner's guest or invitees. Owner assumes all risks incident to the launching, haul-out, operation, docking, and mooring of his boat, and all risks related to the Marina environment (such as wet or slippery walkways, etc.) and accordingly agrees to fully indemnify and hold harmless, Marina against any and all losses as herein set forth, which the Marina may sustain or for which the Marina may become liable due to injuries to property, or person of Owner, his guests or invitees. The Owner further agrees to hold the Marina harmless for any loss and all damages or injuries to property or persons due to ice, hail, winds, or other forces of nature and for damages or injuries to property or persons arising out of theft, vandalism, or any other actions of persons over whom the Marina has no control. This provision extends to all actions or causes of action arising during the contract period and expiration or failure to renew this agreement shall not terminate Owner's obligations hereunder. The term "Marina" in this paragraph includes any person or entity that leases land or buildings to the Marina for the storage of boats or equipment.
- This agreement is the entire agreement of the parties hereto and any additions or modifications must appear in writing signed by both parties to be effective.
- Owner shall provide a spare key to the boat to be kept at the marina for marina employee use only.
- Marina dock season will typically run May 1st–Oct 1st, however if mother nature prevents the docks from being launched on time the marina reserves the right to launch them as soon as weather permits.**