

 <p>800 Wilson Road, St. Charles, MO 63301 (314) 775-8622</p>	<b>Membership Agreement</b>  Dock, Storage, or Base Membership	
Tenant/Owner	Vessel Name	
Billing Address	Vessel Identification #	
City/State/Zip	Year/Make/Model	
Home Phone	Length/Beam/Color	
Spouse/Partner/Co-Owner Name	Payment: <input type="checkbox"/> Annual <input type="checkbox"/> Monthly	Effective Date:  Expiration Date:
Email		
Emergency Contact and Phone	Annual Membership fee: \$	
Insurance Policy # and Exp. Date	If Monthly Billing Option:	
Others Authorized to Board or Operate Vessel	12 Monthly payments of : \$ Security Deposit: \$	
<b>Payment Terms &amp; Conditions</b>		
<p>Tenant/Owner agrees to pay in advance Annual Membership fee or if monthly billing option; the first month's payment (total of 12 payments) and to pay on or before the first day of each subsequent calendar month all slip/space rental fees and other amounts charged or incurred by the Tenant/Owner for purchases of goods or services at the Marina. A late fee of \$50 per month is imposed on balances not paid by the 5th of each calendar month. The balance of the contract will be due if Tenant/Owner fails to complete the full term of this Agreement.</p> <p>Any unpaid amounts due hereunder shall constitute a lien against the Vessel, its engines, tackle, apparel and contents. If any unpaid balance is delinquent then the Marina, after providing notice of nonjudicial sale to Tenant/Owner at the above address shall proceed with the nonjudicial sale of the vessel, its engines, tackle, apparel and contents pursuant to the provisions of Missouri Statutes. Tenant/Owner shall be responsible for any deficiency due to the Marina including any and all reasonable attorney's fees, costs, and all other charges incurred by the Marina, as a result of enforcing this or any other provision of this Agreement.</p> <p>Unless Tenant/Owner provides thirty (30) days written notice of cancellation prior to expiration date, this agreement will automatically renew on the day after the expiration date for a period of twelve (12) months at the then current slip, storage, or membership rate as detailed on riverislandmarina.com.</p>	River Island Marina, LLC and Tenant/Owner(s) certifies that the information, terms, and condition of this complete Agreement are correct and it has been read and is fully understood and agreed. Tenant/Owner(s) acknowledge receipt of a copy of this Agreement, the currently effective Rate Schedule and the Rules & Regulations of the Marina.  Tenant/Owner understands the terms of this agreement.  _____ Tennant/Owner  Date _____  _____ Tennant/Owner  Date _____	
<p>Tenant/Owner hereby agrees to provide Marina with a Tenant/Owner's credit card that is acceptable to the Marina. In the event that on the 15<sup>th</sup> of any month Tenant/Owner is in arrears in rental or other charges, or if Tenant/Owner removes the Vessel from Marina and rental or other charges are due and unpaid, Marina is hereby authorized to secure payment through the use of the Tenant/Owner's credit card.</p> <p>_____ If initialed Tenant/Owner grant the Marina authority to automatically charge the reference credit card for all charges at the marina at the beginning of each monthly billing cycle.</p>	River Island Marina, LLC  By _____ Lee Crockett, Managing Member  Date _____	

## **Terms and Conditions**

1. The Marina shall retain the right in its sole discretion to designate the slip/space. Reasonable effort shall be made to assign Tenant/Owner the slip/space requested; however, the rights of other tenants/owners and the Marina's business judgment shall also be relevant factors in the assignment of the slip/space.
2. This marina is open to the public on a first come, first serve basis. Marina reserves the right to refuse to rent a slip/space to any person or vessel for any reason not prohibited by law.
3. Tenant/Owner agrees to be bound by the Marina Rules & Regulations as they may exist and be updated from time to time.
4. If Tenant/Owner desires to dock a vessel other than the Vessel in this Agreement he/she must obtain the written permission of Marina and pay any additional charges.
5. Only the Tenant/Owner identified in this Agreement shall be permitted to enter or operate the Vessel in the Marina, unless otherwise stated on the face of this Agreement.
6. Safety and protection of the Vessel is the sole responsibility of the Tenant/Owner. Tenant/Owner releases Marina from any liability for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other events beyond the control of Marina.
7. This agreement is for the renting of a mooring space or dry storage space by the Tenant/Owner for the Vessel and there is no agreement to create a bailment of the Vessel. The Marina shall not exercise temporary or permanent dominion or control over the Vessel and control of the Vessel shall remain in the Tenant/Owner at all times.
8. Marina does not guarantee that electrical service shall be continuous and Marina shall not be responsible for any losses caused by any interruption of power or other utility services.
9. Use of any open flame device, toxic chemical or any other hazardous equipment or supplies in the docking area is prohibited.
10. Tenant/Owner shall use the docks and attached facilities for reasonable and typical boating activities. Tenant/Owner shall keep the dock area clear of all gear, tackle and other obstructions. Tenant/Owner agrees not to dispose of waste or trash (including treated or untreated sewage from heads of holding tanks) in the harbor or docking area. Tenant/Owner shall not cause or allow damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. The Marina makes no warranties, express or implied, as to the condition of the slip or the Marina (including floats, walkways, gearways, ramps, gear, and related items).
11. This Agreement shall be in full force and effect, unless terminated by Marina under any of the following conditions: (a) by destruction of the slip/space by fire, storm, act of God, act of government, act of third party or other calamity, (b) by breach or default of the terms of this Agreement or subsequent agreements, (c) by breach of the warranties or agreements contained herein.
12. Tenant/Owner shall not remove the Vessel from the slip/space until all charges have been paid in full.
13. If the Tenant/Owner fails to pay rent or other sums due pursuant to the terms of this Agreement when those sums are due, or fails to remedy any other breach of this Agreement, and the Marina retains an attorney to represent its interest or assist it in enforcing the terms of this Agreement (regardless of whether litigation is initiated), then the Tenant/Owner shall pay the Marina, in addition to any other sums due hereunder, the Marina's reasonable attorney's fees and costs incurred by the attorney. As used herein attorney's fees shall include any attorney's fees incurred in any bankruptcy proceeding filed by or against the Tenant/Owner. For purposes of this Agreement, attorney's fees shall be deemed additional rent, shall be due on the first day of the month following the Marina's incurring attorney's fees, and shall be secured by a lien upon the Vessel, its engines, tackle and apparel and contents.
14. If Tenant/Owner fails to remove in a timely manner the Vessel and equipment from the slip/space at the termination of this agreement by written notice from either party, slip/space rental shall accrue at the rate of \$25.00 per day, and in that event the Marina is authorized to move the Vessel and equipment to another location and relet the slip/space or pursue any other remedy available under law.
15. Insurance: Tenant/Owner agrees to keep the vessel fully insured with a complete marina insurance package during the entire term of this agreement including hull and pollution coverage as well as protection and indemnity with liability coverage of not less than \$300,000 per occurrence. The Tenant/Owner will provide Lessor a "Certificate of Insurance" which identifies all coverage limits and names the River Island Marina, LLC as additional insured. The Lessor does not carry insurance covering the property of the Tenant/Owner. Lessor will not be responsible for any injuries or property damage resulting, caused by, or growing out of the docks or Marina facilities; that Tenant/Owner releases and discharges Lessor from any and all liability from loss, injury (including death), or damage to persons or property sustained while in or on the facilities of Lessor, including fire, theft, vandalism, windstorm, high or low

waters, snow, hail, rain, ice, collision or accident, or any Act of God, whether said vessel is being parked, lifted or hauled by an agent or employee of Lessor or not.

16. In an emergency situation, Marina shall be permitted to move the Vessel to a safer location if possible. Provided, however, Marina shall not be required to provide this service. In the event such service is provided Tenant/Owner will be billed at Marina's prevailing rate for the service rendered and Tenant/Owner shall be required to pay all costs incurred by Marina on Tenant/Owners behalf. Tenant/Owner shall indemnify and hold the Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to the Vessel due to any emergency situation.

17. Painting, scraping or repairing of the Vessel or its gear shall not be permitted on the docks or finger piers. Tenant/Owner may not affix or attach screws, nails, bolts or other objects, any article, fixture or equipment to the dock or piling without prior written permission of the Marina.

18. The Marina reserves the right to amend, make rate changes, make additions to, or deletions from this Agreement from time to time. Notice of said changes shall be made in writing by mailing a copy, U.S. Mail postage prepaid or hand delivery, to the Tenant/Owner at the address given on this Agreement. If the Marina changes the rate charged for the subject slip/space during the term of this Agreement, the Tenant/Owner may terminate this Agreement by giving notice in writing to the Marina, within thirty (30) days of the effective date of the charge.

19. The Marina shall not be liable for any rent abatement or loss, damage, detention, delay or failure to perform, in whole or in part resulting from causes beyond the Marina's control including, but not limited to, fires, storms, floods, strikes, insurrections, riots, embargoes, shortages, delays in transportation, mechanical delays or requirement of any civil or military authority or acts of God.

20. Subleasing of slips/spaces, transfer of boats between slips/spaces or from one slip/space to another slip/space, is not permissible except upon prior approval of the Marina. No Tenant/Owner shall allow any vessel other than the Vessel to occupy the slip/space granted under the terms of this Agreement. Tenant/Owner agrees that Marina may move the Vessel from a particular slip/space to any other slip/space as Marina deems necessary.

21. Dry Storage Protective Covering: The Tenant/Owner assumes full responsibility for providing adequate covering to protect the vessel from any and all perils and for the proper maintenance of such covering while the vessel is on or in the premises of the Lessor.

22. Vessel Sinking: In the event Tenant/Owner's vessel shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers or Lessor, Lessor may, if Tenant/Owner cannot be contacted immediately and if said sunken vessel constitutes an environmental, safety or water navigation hazard to other vessels, take immediate steps to raise and remove and/or repair said vessel. All costs shall be at the Tenant/Owner's expense.

23. Entire Agreement: This agreement contains the entire understanding between the Tenant/Owner and the Lessor and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. Lessor and Tenant/Owner agree that if any paragraph or provision violate the law and is unenforceable, the rest of the contract will be valid.

24. Tenant/Owner's violation of any City Ordinance, State or Federal laws or any regulations of City, Federal or State agencies or failure to pay rental and/or other charges or failure to abide by the Marina rules, shall be cause for the Marina to terminate this Agreement without notice.

25. If at any time it shall become necessary for either party to serve any notice or demand, it shall be deemed sufficient if sent by hand delivery or by United States Certified Mail to the address of the party shown on this Agreement or at such other address as either party may here after direct in writing by notice to the other.

26. The parties agree that time is of the essence, that this Agreement is a Missouri contract enforceable in accordance with Missouri law and that the state courts of St. Charles County, Missouri, shall have jurisdiction as to any litigation related to enforcement or interpretation of this Agreement.

27. Tenant/Owner of vessel shall provide Lessor proof of ownership and will be solely named on rental agreement.

Tenant/Owner(s) Initials: \_\_\_\_\_ Date \_\_\_\_\_