

**2012 LICENSE AGREEMENT FOR
DOCKAGE, HAUL-OUT, STORAGE AND LAUNCHING
RIVER FUN LLC dba HIDDEN HARBOR MARINA**

Boat Owner(s): _____

Address: _____

Home Phone: _____ Business Phone: _____

Cell Phone: _____ E-Mail Address: _____

Boat Year: _____ Make: _____ Model: _____

Length: _____ Beam: _____ Draft: _____ Boat Name: _____

Hull #: _____ Reg. and/or Documentation #: _____

Boat Insured By: _____ Policy #: _____

Boat Trailer Year: _____ Make: _____ Model: _____

VIN #: _____ License #: _____

Trailer Insured By: _____ Policy #: _____

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

- 1) **Definitions:**
 - A. "Agreement". Reference herein to Agreement includes Marina Rules and Regulations in effect from time to time.
 - B. The "Boat". Means and refers to that certain boat described above.
 - C. The "Owner". Means and refers to all owners of the boat, who are jointly and severally liable for all obligations of "Owner" hereunder.
 - D. "Fees". Means and refers to any sums due by Owner to the Marina Pursuant to the terms of this Agreement, including, but not limited to charges for dockage.
 - E. "Legal Action". For purposes of this Agreement, "Legal Action" includes but is not limited to the giving of written notice to the Owner that the Marina has terminated Dockage Agreement for failure to pay dockage fees or other contractual breach by Owner, including violation of Marina Rules, failure to pay for repairs or other sums due to Marina, and all subsequent actions taken by the Marina's law firm to enforce the Marina's contractual and other legal rights and remedies. Any costs of collection, including reasonable attorney fees, will be added to the amount due by Owner to the Marina.
 - F. "Marina". River Fun LLC, and includes any person expressly authorized to represent River Fun LLC.

G. "Boat Trailer". Means and refers to that certain boat trailer described above.

H. "Non-Marina Contract/Vendor". One that agrees to furnish materials or perform services for compensation and is not employed by Hidden Harbor Marina, LLC.

- 2) **Reading and Understanding of Entire Agreement and Opportunity to Consult Counsel.** The Owner has received a copy of this Agreement and had ample opportunity to review it prior to signing same. Owner understands the Agreement affects Owner's legal rights and Owner has had an opportunity to consult with legal counsel regarding any questions. Owner had read, understands and fully agrees to abide by each and every term of this Agreement.
- 3) **Application of State and Maritime Law.** This Agreement may be interpreted as a maritime contract. Marina reserves the right to enforce this Agreement under both Federal and State law and in the federal as well as the state courts.
- 4) **Space Assignment.** For in-water dockage, Hidden Harbor Marina, LLC (Marina) hereby initially assigns to Owner Slip # for Owner's use in connection with the boat described above during the 2012 boating season. To secure this specific slip, Owner must deliver this completed agreement along with the appropriate payment to the Marina or send it by regular mail, postmarked no later than January 25, 2012. Failure to meet this deadline will result in this specific slip being made available to individuals on a waiting list or the general public. Receipt of this Agreement after the January 25, 2012 deadline will result in the Owner being assigned the next available slip compatible with the Owner's boat. Owner may relocate to another slip only upon obtaining the advance written permission of the Marina. For on-land storage or bubble-in storage, Owner agrees that Marina may place Owner's boat at a location of the Marina's choosing. Owner agrees that Marina shall have the right, in the event of emergency or operational necessity, to immediately, and without prior notice to the owner, relocate the Owner's boat to another suitable slip or area.
- 5) **Boat Trailer Storage.** Marina will provide a place to store Owner's Boat Trailer during the period of time when the Boat is moored in its slip. If Owner does not rent a seasonal slip, Marina will charge a fee of \$450.00 for seasonal storage and \$650.00 for annual storage of Boat and Trailer. Owner agrees that liability insurance as required in section 18 of this Agreement has been obtained for the Boat Trailer.
- 6) **Fee Structure and Payment.** For the outer harbor, the 2012 rate is \$75.00 per dock-foot. For the inner harbor, the 2012 rate is \$65.00 per actual linear boat-foot. The 2012 annual rate is \$85.00 per linear boat-foot for live-aboards. The Owner may secure a reduced annual slip fee if both this signed Agreement and full payment is delivered or postmarked to the Marina on or before January 25, 2012. Select the appropriate fee and payment option below by filling in the appropriate amounts.
- Fee \$_____, including 5% reduction, with signed Agreement and payment in full by cash/check/ACH/Paypal. For ACH payments, a signed payment authorization form must accompany this Agreement. Credit card or Paypal payments may be made via the website.
- Fee \$_____ with signed Agreement payable in two (2) equal installment payments of \$_____ made by cash/check/ACH/Paypal. The first payment is due with this signed Agreement. The second installment is due when Owner's Boat occupies a slip at the Marina. For ACH payments, a signed payment authorization form must accompany this Agreement. Paypal payments may be made via the website.
- Interest at the maximum rate allowed by law will be charged on dockage fees due and not received in accordance with the above schedule. Owner further agrees that any other charges incurred by Owner during the course of this Agreement resulting from services provided by the Marina, including Ship's Store purchases are immediately payable following the purchase or other event creating the obligation, with or without a billing statement. Failure to pay these charges will result in the imposition of interest at the maximum rate allowed by law on the unpaid charges. All payments by Owner will be applied by the Marina to accrued interest and to the oldest charges. Failure to pay fees and/or charges will result in the haul-out of the Boat and commencement of legal action. All charges incurred will be the responsibility of the Owner.
- 7) **Rental Dockage and Storage.** Owner agrees this Agreement is the rental of the dock slip, haul-out, winter boat storage, and if all sums have been paid, Spring Launch. Additional charges will be made for extra services such as winterizing, summarizing, covering, changing of oil, and any other maintenance, repair or service items ordered by the Owner or required due to emergency or operational necessity. Additional charges may incur for bubbling, stands, and or excessive electrical usage. Owner agrees that in the Spring of 2012 Boat must be ready to be moved from its storage location and launched at the time Marina spring launch process starts. Owner agrees that if the Boat is not ready to be moved and launched at that time, Owner will be charged a towing fee to relocate the Boat so that other boats can be launched. Owner agrees that if Boat is not launched because of non-payment of the

fees due under this Agreement and/or any other fees due the Marina, the slip leased under this Agreement will be forfeited, this Agreement will be terminated at Marina's option, and all perform will be given by Marina. Owner further agrees that if a new 2012 Agreement for dockage, haul-out, storage and launching is not timely entered into, the Boat may need to be relocated to accommodate launching of other boats. Should the Owner later request that the Boat be launched there will be a launching fee assessed. If the Boat remains at the Marina and is not removed from the Marina by the weekend following the week of the Boat's launch, the Marina will assess fees for storage at \$25.00 per day storage rate.

8) **Abandoned Property.** Any property left on the Marina premises beyond term of this Agreement may become property of the Marina. Any costs incurred in removing property will be the responsibility of the Boat Owner by the Marina.

9) **Termination.** Should Owner terminate this Agreement prior to the end of stated term or default on any of its terms, Owner shall be responsible for the amounts due hereunder, and no refund will be made. Further, Owner's Boat may not be removed from the Marina until all charges for storage, dockage, repairs, services and Ship's Store purchases have been paid. Until so paid, Marina shall have a possessory and non-possessory lien on the Boat even if removed from the Marina.

10) **Lien Rights.** Both possessory and non-possessory liens arise in the favor of the Marina by operation of both state and federal law respectively. Owner agrees and understands that attorney's fees and other costs associated with collecting sums due under this Agreement shall be for purposes charged as part of the Marina's lien against the Boat.

11) **No Waiver of Lien Rights.** No action taken or not taken by the Marina at equity or at law, whether in state or federal court, shall be construed as a waiver of the Marina's lien rights, including its right to recover as part of its lien directly against the Boat, all costs incurred in connection with collection of fees due under the Agreement, including attorney's fees.

12) **Regulations.** Owner agrees to comply with all applicable federal, state and local laws, ordinances and regulations, as well as any Marina Rules and Regulations a copy of which Owner has received and are incorporated herein by reference and are posted in the Marina office and the Marina bathhouse. Owner agrees to require all of Owner's guests, employees, contractors, vendors, etc. to likewise comply. Owner further understands such Rules and Regulations may change from time to time at the option of the Marina. Should the Marina fail to insist upon strict compliance herewith or with the Rules and Regulations, the same shall not be deemed a waiver of the right to insist upon the same in the future.

13) **Posting of Signs.** Owner shall not post any "For Sale" sign(s) or notices on the gangways, docks or on any other Marina property.

14) **Right to Board.** Marina personnel may board any boat at any time, without prior notice, regardless of documentation, for health, environmental or safety purposes, to protect the Marina or other property, and/or the public place.

15) **Indemnification.** Owner agrees that, unless the result of gross negligence on the part of the Marina, that Hidden Harbor Marina, LLC, its officers, directors, agents and employees shall have no liability for, and Owner agrees to indemnify and hold the Marina harmless against, any loss or damage of whatsoever kind to the Boat, her gear, appurtenances, equipment or personnel, or any of them, whether caused by theft, fire, collision, chaffing, sinking or any other cause of any kind or nature whatever, or for the death of or personal injuries to Owner. Owner's family, employees, agents, contractors, vendors, etc. howsoever caused, occurring on the Boat or any of the walks, floats, ramps, gangways, equipment or otherwise on the premises belonging to the Marina or under the control of the Marina, or for loss, damage or injury of any kind or nature occasioned by the movement, operation, use, maintenance of the Boat. Owner also agrees to indemnify and hold harmless Hidden Harbor Marina, LLC, its officers, directors, agents and employees from and against any liability for personal injury or property damage sustained by any other person, firm or corporation, by reason of any matter, thing or occurrence arising out of the occupancy, use or possession of any slip, storage space, or other area, by the Owner.

16) **Damage/Crushing from Snow or Ice.** Owner is solely responsible for the safety of the Boat, and Owner agrees that the Marina shall have no obligation whatsoever to take action(s) to prevent damage to the Boat that may occur due to snow or ice accumulating on or around the Boat, whether the Boat is situated on land or in the water. Owner shall at his own expense provide appropriate protective covering for the Boat, should he wish to protect it. Further, Owner agrees that the Marina shall not be liable for any damage occurring to the Boat as the result of freezing temperatures.

17) **Responsibility for Costs Incurred in Providing Storm, Flood or Other Protection.** That Owner is solely responsible for the safety of the Boat, and Owner agrees that the Marina shall have no obligation whatsoever to take action(s) in advance of or during a storm, flood or other emergency circumstances to preserve or protect Owner's Boat. It is further agreed, however, that the Marina may, at its sole election, undertake such actions during or in advance of a storm, flood, or other emergency circumstances as it alone

deems appropriate and/or necessary to preserve or protect any or all boats or other property located on its premises; in such event it is agreed that Owner shall indemnify and hold the Marina harmless for any and all personal injury or property damage occurring in connection with the Marina's efforts to preserve or protect boats during or in advance of a storm, flood or other emergency circumstances. It is further agreed that if the Marina provides such preservative/protective services during or in advance of a storm, flood or other emergency circumstances all costs associated with rendering of such services specifically associated with Owner's Boat shall be reimbursed by Owner to the Marina.

18) **Insurance.** Marina requires Owner to maintain in force personal injury liability insurance and property damage liability insurance for the protections of Owner, Marina and others. Marina requires that Owner provide to Marina a Certificate of Insurance evidencing personal injury and property damage liability insurance with a combined minimum of at least **\$500,000.00**. Such Certificate of Insurance must name Hidden Harbor Marina, LLC, as an additional insured. Owner accepts responsibility for providing a current Certificate of Insurance to Marina. At the discretion of Marina, failure to provide such a current Certificate of Insurance may be grounds for Marina canceling this Agreement and all of Owner's rights hereunder and relocating the Boat to a location apart from the Marina. Any costs incurred by the Marina in taking this action will be the responsibility of the Owner and will be assessed to the Owner by the Marina. The Certificate of Insurance shall provide that termination of the insurance during the term of this Agreement will be preceded by at least thirty (30) days notice to Marina. Marina requests that Owner maintain in force, hull insurance insuring Owner's Boat on the Boat's current market value.

19) **Non-Marina Contractors, Etc.** Marina shall maintain a list of Marina-authorized contractors, vendors, etc. who will be allowed to provide repair and other services to boats in the Marina. Persons will not be added to the authorized list until they have provided insurance as provided for in this paragraph. Marina does not warrant or guarantee the quality of the services or products provided by persons on the authorized list. An Owner shall not retain a non-listed repair person to perform services at the Marina. Before a contractor, etc. will be allowed to provide services to Owner's Boat at the Marina, the contractor will be required to place on file with Marina evidence of worker's compensation insurance and also evidence of liability insurance, naming Marina as an additional insured, for an amount, determined by the Marina based on the type of work the contractor performs. Owner shall consult with Marina before authorizing any contractor or other person to perform repair or maintenance services on Owner's Boat and it is Owners responsibility to make sure the contractor or other person is on the approved list at the Marina and that the contractor or other person has on file current liability insurance as provided for them.

20) **Salvage Services.** The Marina has no obligation whatsoever to dewater or provide any salvage services to the Boat. It is further agreed that the Marina, at its sole selection, may opt to dewater or provide the Boat with other salvage services. Owner shall be obligated to pay all material/labor costs associated with the rendering of such service. Marina may remove from a slip or Marina property, Owner's Boat and other personal property, at Owner's expense.

21) **Personal Injury or Property Loss.** Under no circumstances shall the Marina be held liable for any personal injury or property loss occasioned by fire, storm, theft, winds, Acts of God, or any other irresistible force.

22) **Marina Security.** Any protection provided by the Marina is solely for the Protection of Marina's property. Owner is responsible for providing security for Owners family, guests, employees, contractor, vendors and personal property including Boat and appurtenances.

23) **Conduct.** Owner agrees that Owner, Owners family, guests, employees, vendors, etc will conduct themselves so as to create no annoyance, hazard or nuisance to the Marina or other Owners, guests, etc.

24) **Assignment.** This agreement is personal to owner and applies specifically to Owner's Boat while owned by Owner. Accordingly, Owner may not assign Owner's rights hereunder to another person, and also may not use the premises for any purpose other than dockage or storage of the above specified Boat. Any attempted assignment to another person, or use of another Boat, shall entitle Marina to terminate Owner's agreement.

25) **Agreement as Complete Expression of Parties Understandings.** This Agreement contains a complete expression of the Agreement between parties hereto and there are no promises, representations, Agreements, warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided by the Agreement shall be cumulative, and shall not be exclusive of any other said rights, remedies, benefits, or of any other rights, remedies and benefits allowed by law.

26) **Dock Construction.** Owner understands and agrees that the slip provided to Owner pursuant to this Agreement is accepted "as-is". Marina shall not be obligated to make any modifications to the slip, its electrical service, water service, or television signal

service. Owner further understands and agrees no such modifications may be made by owner. Any modifications made by the Owner may be removed by the Marina at the expense of the Owner. Owner is also advised of "tie bars" which connect dock fingers and are located in water under slip opening. Owner is responsible for any damage to tie bars or Owners Boat propeller or other underwater running gear, caused by contact with tie bars. It is the responsibility of Owner to provide the necessary and suitable dock lines, fenders and other gear for berthing their Boat. Boat shall not protrude over the main walkway or beyond the finger. Dock storage boxes must be approved by the Marina prior to installation.

27) **Owner's Legal Capacity.** Owner or Owners signing this document confirm that the undersigned has the legal right, authority and ability to enter into this Agreement and the person or persons signing personally guaranty compliance with the responsibilities of Owner hereunder.

28) **Acceptance As Is.** Owner has inspected the premises and accepts them as is and shall use slips and storage space at the sole risk of Owner. No representations or warranties of any kind have been made to the Owner with regard thereto, or as to the condition of the floats, tie bars, walks, gangways, equipment, roads, ramps, mooring gear, building or other property of the Marina.

29) **Notice.** Notification to Owner shall be in writing, at the address listed below.

30) **Open Flames.** Under no circumstances may open flames from any source be used or produced on any boat or on any Marina property, except Coast Guard approved installed cooking stoves on boats, and authorized gas barbeques used exclusively in the designated areas.

31) **Non-Owner Signer.** If signed by a person other than the Owner, signer is also subject to all obligations of Owner, jointly and severally.

The undersigned (is the sole Owner) (are Owners) of the above
Boat, have read the foregoing, received a copy of this
Agreement and accepted the terms set forth above.

By: _____
River Fun LLC

_____ Date: _____
BOAT OWNER

Date: _____

_____ Date: _____
BOAT OWNER

Our Mailing Address:

River Fun, LLC
338 9th Ave W
St. Paul Park, MN 55071
<http://www.TheHiddenHarbor.com>