



Mulberry Point Yacht Harbor, Inc.
P.O. Box 2311, Stillwater, MN 55082
Voice/fax: 651-705-8816 email: info@mpyh.com

2019 Rental Agreement

Slip number: _____
Slip length: _____
Boat length overall: _____

Term of contract: April 2019 through March 2020
Winter storage included: Yes No

Please note: boat length overall (LOA) includes bow pulpit and anchor as well as swim platforms & davits.

The responsibility of the boat to comply with MPYH's 3-foot rule is solely that of the owner of the boat. Failure to abide by the rule will result in the removal of the boat and all rental fees will be forfeited. Rental Agreement is contingent upon boat complying with 3-foot rule.

Renter information

Renter's name(s): _____

Renter's address: _____

Renter's home & cell #: _____

Renter's email(s): _____
Email address is **required** - please print clearly.

Vessel information

Boat name: _____

Boat year: _____

Boat make & model: _____

Emergency contact: _____

Secondary watercraft

Type (jet skis, dingy): _____

Year: _____

Make & model: _____

Engine size: _____

Acceptance and Acknowledgement

I agree to be bound by all terms and conditions contained herein and in accordance with the Mulberry Point Yacht Harbor, Inc. (MPYH) Rules and Conduct. I agree that I am solely responsible for all charges incurred and agree that any violation of the rules may result in my eviction from the Marina. I agree that the watercraft I am placing in this slip will not extend more than 3' beyond the total slip length. I also acknowledge that I have received the following two gate access cards:

 _____ first access card number	 _____ second access card number
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ALL RENTAL AGREEMENTS ARE SUBJECT TO A \$50 ADMINISTRATIVE FEE. THIS FEE WILL BE ADDED TO THE ANNUAL DUES PAID BY THE SLIP OWNER.

Slip owner: _____
 Please print

Slip owner: _____ Date _____
 Signature

Renter: _____ Date _____
 Signature

Renter: _____ Date _____
 Signature

RENTAL AGREEMENTS ON RECEIVED FRIDAYS, SATURDAYS, SUNDAYS OR HOLIDAYS WILL NOT BE PROCESSED UNTIL THE FOLLOWING BUSINESS DAY.

RULES AND CONDUCT

THIS RENTAL AGREEMENT IS FURTHER SUBJECT TO THE FOLLOWING ITEMS. RENTERS NEED TO INITIAL EACH ITEM TO VERIFY THAT THE ITEM IS UNDERSTOOD AND WILL BE ADHERED TO.

- _____ I will not sublet my slip.
- _____ Loud music or large parties are prohibited after 10:00 P.M. Except for entering or leaving slips, main engines, generators and other noisy equipment may not be operated between 10:00 P.M. and 8:00 A.M.
- _____ Members and their guests shall not throw cans, bottles, refuse, waste, oil, raw sewage or any other inappropriate material in the river. It is illegal for holding tanks to be pumped into the river. Please report any violations to your dock representative. Repeat violations will be reported to the DNR.
- _____ Boats operated in or near the marina must be operated at speeds so as not to cause large wakes. No wake buoys are placed on the north and south ends of the marina and should be observed.
- _____ Members are responsible for the behavior and actions of their children and pets. Members are also responsible for their guests and any of their children visiting them. The cost of any damage or destruction done by children or pets of members or by guests and their children visiting members, to any buildings, landscaping or any marina property will be charged to the person responsible for the child while he or she is on the premises.
- _____ No charters are to originate or terminate from the docks. Boat rental or commercial sales from dock areas are also prohibited.
- _____ All fueling must be done only at the gas dock. Fueling at the slip is strictly prohibited.
- _____ Normal repairs and maintenance on the boat may be done by the boat owner but must be done safely. No major overhauls or removal of engines will be permitted at the docks. Work done by using outside contractors, etc. must be done only by a bonded and insured contractor. Certificate of appropriate insurance protecting adjacent boats, and the marina, must be available. You are responsible for clean-up of toxic materials such as drain oil, anti-freeze, bottom paint scrapings, acid washes and batteries. A fine of \$10,000.00 can be imposed for allowing these materials to enter the river. This includes run off from under your boat while on land. Contact Washington County for a list of hazardous waste disposal sites. Unused equipment may not be left on the docks unless stored in an approved dock box.
- _____ Power cord must be an approved marina type cord and must be kept out of contact with the water. Boats are not allowed to hook up to electrical power over the winter months unless approved by the Board for "bubbling" purposes. Violators will be unplugged and are subject to a grievance being filed against them.
- _____ The use of portable charcoal or wood-fired cooking equipment is not allowed on any docks or boats moored in the marina. Propane grills are allowed but only on boats, not on dock fingers or walkway areas.
- _____ All boats must meet minimum safety standards set up by the U.S. Coast Guard. Only boats in good condition and legally registered shall be admitted to berthing areas. Courtesy Coast Guard inspections are available at the marina. Contact Coast Guard Auxiliary for more information.
- _____ Swimming in the marina is strictly prohibited.

- _____ Common dock walkways shall be kept absolutely clear of obstructions and nuisances (water hoses, electrical cords, etc.). No boat appendage shall obstruct docks or waterways. This includes all projections such as transoms, platforms and bow pulpits.
- _____ Animals, when off boats, must be leashed and waste must be disposed of properly by the owner.
- _____ Laundry shall not be hung on boats or docks at any time.
- _____ Members shall not permit accumulations of debris, refuse or unsightly material on their slips or common walkways. Logs, branches, dead fish, etc. are part of nature's debris and may be moved out of the slips to continue their migration south. NOTE: If you remove any of nature's debris from the river, it is yours and you are responsible for disposing of it.
- _____ Signs, other than slip number signs provided by MPYH, are prohibited from being displayed. Neatly made signs with the boat or owner's name or no parking sign may be mounted on the fascia board at the front of the slip.
- _____ Heaters and air conditioners shall not be operated in the absence of the owner for safety and electricity cost reasons.
- _____ Members must maintain insurance on all watercrafts at MPYH at all times as well as provide proof of insurance to the MPYH secretary. Certificates must be mailed, emailed or faxed to the secretary annually prior to the expiration of your current policy. If the new insurance certificate has not been received by the expiration date of current policy, the slip will be cabled. The cabling fee is \$150 and must be paid prior to the cable being removed. Dinghies, runabouts and personal watercraft must also be insured and proof of insurance on file.
- _____ MPYH must be listed as an additional insured on your watercraft policy.
- _____ Non-compliance to the above rules will be reviewed by the Board of Directors of Mulberry Point Yacht Harbor. Offenders must appear before the Board to review the violation. Issues not resolved in a timely manner may result in suspended use of the slip (i.e., boat pulled and/or slip cabled).

_____ Date

_____ Slip #

_____ Renter's printed name(s)

_____ Renter's signature(s)