

Mulberry Point Yacht Harbor

Stillwater, Minnesota



402 North Main Street, Suite 310 • Stillwater, MN 55082 • Phone 651.571.0316 • Email: info@mpyh.com • Website: www.mpyh.com

2024 SLIP RENTAL AGREEMENT

Term of Contract: April 1, 2024 through March 31, 2025

Slip Number: _____

Slip Length: _____

Boat LOA*: _____

Electrical Service: 2-30amps _____ 50-amp _____

Winter storage included? Yes No

Boat Make/Model/Year: _____

Boat Name: _____

Secondary Watercraft Information: _____

* **Boat LOA** (Boat Length Overall) includes bow pulpit, anchor, swim platform, and davits.

* **3' Rule:** The boat LOA shall not exceed the length of the slip by more than 3 feet.

* **Secondary watercraft** may not be longer the width of the slip at the walkway. The primary and secondary watercraft together may not protrude more than 3' beyond the end of the slip and must be secure within the slip.

NOTE: A watercraft that does not comply with the above description is not allowed to access the docks including tie-along areas.

FINANCIAL TERMS:

Total Annual rental: _____

Payment Amount: _____ Date: _____

Payment Amount: _____ Date: _____

Lessor (slip owner)

Name: _____

Address: _____

Phone: _____

Email: _____

Emergency contact: _____

Emergency contact phone: _____

Lessee (slip renter)

Name: _____

Address: _____

Phone: _____

Email: _____

Emergency contact: _____

Emergency contact phone: _____

Lessor owns the Membership Interest in Mulberry Point Yacht Harbor corresponding to the slip number indicated above. Lessor and Lessee agree to permit Lessee to dock one primary boat and up to two secondary vessels in the aforementioned slip according to the terms above and the following covenants:

Covenants of Lessee

Lessee shall:

- a) Cause no mechanic's liens or other claims to be filed or asserted against Mulberry Point Yacht Harbor, Inc. (the "Association").
- b) Permit no public or private nuisance at the Dock Facilities and comply with all permits, regulations, or requirements regulating the Dock Facilities and the house rules of the Association and not permit or suffer any damaging conduct.
- c) Comply with the Rules of Conduct, available on the website at www.mpyh.com, in the Annual Directory, and in the monthly Marina Update.
- d) Not use unreasonable quantities of electricity.
- e) Make no improvements or repairs to, or remove any portion of, the Dock Facilities.
- f) Not permit or to suffer anything to be done or kept in or around the slip that will increase the rate of fire insurance on the Dock Facilities or the contents thereof.
- g) Permit Lessor to examine or enter any boat of Lessee at any reasonable hour of the day upon notice, or at any time without notice in case of emergency, to make or facilitate repairs or to cure any default by Lessee. Lessor may forcibly enter the slip or boat without liability for damages in the event of emergency or breach of this agreement.

Furthermore:

- h) The Association has no responsibility or liability for the care, supervision, or protection of Lessee's equipment, boat, or of any appurtenances thereon.
- i) Lessee, on behalf of itself and its invitees, waives and releases Lessor from all claims for any negligence for damages, death, bodily injury, or property damage arising from or relating to the use of the Dock Facilities.**
- j) Lessee's boat shall be constantly insured with an insurance carrier satisfactory to Lessor, including liability coverage of at least \$1 million. Insurance must also cover any secondary vessels (dinghies and personal watercrafts). Mulberry Point Yacht Harbor, Inc. must be listed as an Additional Insured on the insurance certificate. Insurance certificates should be mailed or emailed to the Marina Manager (leah@mpyh.com) prior to the expiration date of the current policy. Mailing Address: 402 Main Street N, Stillwater, MN 55082.
- k) The Lessee liability is not limited to the insurance coverage. The Lessee is responsible for any damage to the docks- including Ipe decking, dock framing, floats, rub rail and any other dock structure attached to the dock.
- l) Lessee will receive 2 access cards and 2 mobile credentials. Replacement cost is \$75.00 per card.
- m) If Lessee fails to comply with any terms or rules indicated herein, the Board of Directors may file a formal grievance requiring Lessee to appear at a monthly meeting. If the compliance issue is not resolved, the Board may suspend use of slip (i.e., boat will be hauled out the water at Lessor's expense, or the slip will be cabled).

Assignment and Sublease. Lessee may not sublease or assign this Agreement or the slip without Lessor's prior, written consent. Any sublease or assignment without Lessor's written consent shall be void.

No Waiver. The receipt of rent, or failure of Lessor to insist upon the strict performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment for the future of any such provisions.

Liability. Lessee, for itself and its insurers, agrees to hold the Association harmless from all liability, loss, damages, and expense, including indemnity and defense, arising from injury to person or property occasioned by the failure of Lessee to comply with any provision hereof, or due wholly or in part to any

act, default, or omission of Lessee or arising out of or relating to the use of the slip or suffered by any person occupying or visiting the Dock Facilities.

Notices. Any notice or demand shall be duly given only if in writing and sent by mail, postage prepaid, to Lessee's address above unless instructed otherwise in writing. Notices or demands shall be deemed given on the date deposited in the United States mail, whether or not delivered within the time provided for notice, provided there is appropriate evidence of mailing, proper addressing, and proper postage.

Venue: Any litigation arising out of or relating to this Agreement shall be vended in the Washington County District Court, Stillwater, Minnesota, which shall be the sole and exclusive venue for such proceedings.

Severability. If any provision of this Agreement is held to be invalid or enforceable, the remaining provisions shall remain in full force and effect.

Modification. This Agreement cannot be modified except in writing, signed by Lessor and Lessee.

Acceptance. The undersigned expressly consent to all the terms hereof.

LESSOR Signature

Date

LESSEE Signature

Date