



Great Salt Lake State Marina, P.O. Box 440, Magna, UT 84044 ♦ (801) 250-1898

Boat Slip Lease

1. BOAT SLIP LEASE

This Lease, effective _____, is between the State of Utah, **DIVISION OF PARKS AND RECREATION**, referred to as the Division, and (lease name) _____ of (address) _____ City of _____ State of _____, Zip Code _____ Home phone (____) _____ Cell phone (____) _____ Work phone (____) _____ E-mail address _____ referred to as Boat Owner. Division leases to Boat Owner and Boat Owner takes by hire from Division, that portion of Division's marina known as boat slip number _____, subject to the following terms and conditions:

2. BOAT AND AUTOMOBILE INFORMATION

Bow Number: _____ C.G. Doc.: _____ Hull I.D. No.: _____ Sailboat or Motorboat
 Manufacturer: _____ Model: _____ Boat Name: _____
 Color: _____ Length: _____ Beam: _____ Draft: _____
 Insurance Company: _____
 Owner's Auto Make: _____ Model: _____ Color: _____ License No.: _____

3. RENT AND DURATION

Boat Owner shall pay the Division for the use of boat slip no. _____, together with provided utilities if available and use of adjacent areas, the amount of (\$_____) monthly or annually, payable in advance at the park office. This Lease is effective on ___/___/20___ and will terminate **in accordance with the terms and stands of this Boat Slip Lease**

4. AMENDMENT OF TERMS AND CONDITIONS

The parties agree that the Standards attached hereto are part of this Lease and are incorporated herein by reference. The Division reserves the right to alter or amend the Standards of this Lease from time to time by: (a) written notice to Boat Owner; and (b) prominent publication by notice on the marina grounds. The parties agree that these amended Standards are also part of this Lease.

5. BOAT OWNER'S LIABILITY; INDEMNITY OF DIVISION

Boat Owner covenants to exercise due care in occupation of the leased boat slip and to vacate the slip in good condition, wear and tear occasioned by normal use is excepted. Boat Owner shall indemnify and hold harmless the Division from and against claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Boat Owner's possession and use of the leased boat slip.

BOAT SLIP LEASE CONT'D

6. COMMERCIAL ACTIVITY

The undersigned Boat Owner agrees not to use the boat slip covered by this Lease, or the boat moored there, to conduct any type of commercial activity including sale of boats, rental of boats or carrying passengers for hire, or in any other fashion without the express, written permission of the park manager or Harbor Master. Notwithstanding any other provisions of this Lease, upon the first evidence of commercial activity, this Lease shall immediately terminate, and the Boat Owner shall have seven (7) days to remove his/her boat from the Marina. If the boat is not removed, it shall be impounded by the Division, or removed from the Marina by the Division at the Boat Owner's expense.

7. BOAT OWNER'S RESPONSIBILITY

The undersigned Boat Owner certifies he/she has fully read, understands and agrees to abide by all of the Standards of this Lease which includes those set forth in the Standards, which are included and incorporated herein. Boat Owner agrees to comply with all Utah boating laws and rules, State Park rules, and marina operating procedures. Copies of all laws, rules, and procedures are available upon request. They may also be found at : stateparks.utah.gov and gslmarina.com.

8. LIABILITY INSURANCE

Boat Owner and Division agrees that the risk of loss or damage from any cause to any property belonging to Boat Owner is to be borne by Boat Owner. Boat Owner agrees that it will carry insurance covering its property for any loss or damage while in or about the marina including the boat slip and hereby waives the subrogation against Division. Boat Owner also agrees that Division will not be responsible for any loss or damage whatsoever including but not limited to: loss or damage caused by wind, fire, theft, storm, explosion, or any other cause, to any property belonging to Boat Owner.

9. ADDITIONAL CONDITIONS AND TERMS

IN WITNESS WHEREOF, this Lease is executed on the dates set forth below:

BOAT OWNER (Name) _____ (Date) _____

Harbor Master (Name) _____ (Date) _____

1. SLIP ASSIGNMENT:

- (a) Boat owner shall be assigned a slip at the discretion of the Harbor Master in accordance with the size of the boat to be accommodated. Reassignment of a boat to a more appropriate slip is permitted, as need arises, and shall be done according to the requirements of the Harbor Master.
- (b) The Lease and the slip assigned therein are non-transferable and non-assignable by the Boat Owner. The Lease will terminate with any attempted transfer, assignment or sublease of slip assignments between Boat Owners, corporations, partnerships or any combination thereof.
- (c) When all appropriate size slips are rented, a waiting list will be established.
- (d) Other than for transient use, Boat Owner will be allowed only one slip at any single state park marina per year.
- (e) Assigned slips are accepted "as is" upon execution of the Lease.
- (f) The lessee must be the registered owner of the boat, which is to occupy the slip.
- (g) No boat other than that one assigned to a slip may occupy the slip unless written permission from the Harbor Master.
- (h) Slip rates shall be determined according to the current Utah Division of Parks and Recreation Fee Schedule. Boat Owner acknowledges slip rates are subject to change and continued occupancy of the slip requires a current Lease Agreement.

2. BOAT OWNER'S RESPONSIBILITIES:

- (a) All sailboats and motorboats must be properly and currently registered with bow numbers and stickers properly displayed before utilizing any state marina. Each year, upon registration, Boat Owner agrees to give the Harbor Master a copy of the boat's current registration card or documentation.
- (b) Boat Owner must store all personal property within or on his/her boat. Adjacent common dock areas must be kept clean and free of litter, trash and debris. Boat Owner agrees not to store any flammable liquids, including gas and starting fluid, in or about their boat or the boat slip including dock box.
- (c) Upon entering into his/her Lease, the Boat Owner, in addition to the slip, will receive one (1) parking pass that will be valid for one (1) non-camping vehicle to enter and remain overnight at the park facility.
- (d) All boats must be maintained in a seaworthy condition and be properly moored with adequate mooring lines and shall not exceed two feet of overhang. No reconstruction that would make the boat unseaworthy or unsightly shall be undertaken in the marina. Boat Owners performing maintenance shall not obstruct piers and/or access to fingers with tools and equipment.
- (e) No vessel moored within the marina shall be used as a place of residence, except as expressly authorized in writing by the Harbor Master.
- (f) PWCs, dinghies and rowboats must be tied in the same assigned slip as the boat on the Lease agreement and together cannot exceed two feet of overhang.
- (g) No person shall leave any functioning heating equipment unattended onboard their boat.
- (h) Boat Owner shall immediately notify the Division of the necessity of slip or dock repairs or of any dangerous condition in the marina requiring attention.
- (i) The Boat Owner agrees the Division shall not be held liable for any injury, loss or damage to his/her boat or other property, or injury to individuals arising from the Boat Owner's use of a State Park Marina facility and management decisions by the Division. The Boat Owner further agrees to indemnify, save harmless and release the Division, State of Utah, including all state officers, agents and employees from and against any and all loss, damages to property, injury to or death of any person, liability, suits, claims, actions, expenses and proceedings arising from the use of his/her boat or the State Park Marina facility.
- (j) Boat Owner agrees to comply with all Utah boating laws and rules, State Park rules, and marina operating procedures. Copies of all laws, rules, and procedures are available upon request.
- (k) If the park has a trailer parking area, and if space is available, the Boat Owner may utilize the parking upon completion of a Dry Storage Lease form and payment of fees.
- (l) Boat Owner agrees to comply with any "Additional Conditions and Terms" listed within Category #9 that are specific to this Lease.

3. PAYMENTS:

- (a) No boat shall be permitted to be moored in the marina until a boat slip Lease contract has been completed, rent payment made and slip assignment obtained.
- (b) Payment of slip rental fees shall be made in advance on a monthly, quarterly or yearly basis as indicated above. If full payment is not received on or prior to the due date, the Division may terminate the Lease.
- (c) Rent payments may be made by cash, money order, check, Visa, Discover, American Express or MasterCard. Personal checks must include Boat Owner's driver license number. Money orders and checks are to be made payable to Utah State Parks and Recreation and mailed to the Great Salt Lake State Marina / PO Box 16658 / Salt Lake City, Utah 84116.
- (d) Boat Owner must also pay all other park fees, which are not specifically a part of his/her slip rental contract.

4. TERMINATION OF LEASE:

- (a) Boat Owner may terminate the Lease at any time by giving thirty (30) days written notice. Return of any rental payments shall be at the discretion of the Division.
- (b) The Division may terminate the Lease if the Boat Owner defaults by failure to perform or comply with any of the terms or conditions of his/her Lease; provided, however, the Division shall first give the Boat Owner thirty (30) days written notice of the default and allow the Boat Owner ten (10) days from the date written notice is given to cure. If the Boat Owner does not cure the default within ten (10) days of notification, the Lease may be terminated upon the running of the thirty (30) days.
- (c) On termination of the Lease, Boat Owner shall immediately remove the Boat from the slip and shall remove all personal property including any litter, trash or debris from the marina and state park property. Should the Division deem it necessary to move the vessel and personal property, it will be at the Boat Owner's expense. If the Boat Owner fails to remove the vessel within ten (10) days after termination of his/her agreement, the Boat Owner agrees the Division may (but is not required to) cause the Boat to be removed (together with all personal property including any litter, trash or debris located on or about the boat) to a location of the Division's choice. (The Boat Owner shall pay or reimburse to the Division all cost incurred or charged by the Division and any third-party by reason of such removal.) The Boat Owner is also liable on a pro rata basis for the time in which the boat occupies a slip absent a valid Lease. Boat Owner agrees the Division, its employees and agents shall have no liability to the Boat Owner or to any other person for any loss or damage resulting from any such removal of boat or failure to remove such boat, whether occurring by negligence or otherwise, and Boat Owner waives any rights against all such persons and entities by reason of such removal. Furthermore, if the Boat Owner does not claim a boat within sixty (60) days of termination of the Lease the Division may use state surplus property procedures to dispose of the boat to pay any delinquent charges.
- (d) Termination of his/her Lease shall not extinguish or forgive any obligation, which has occurred by the Boat Owner and shall not preclude any cause of action nor any other remedy available by law to the Division.
- (e) On Transfer of boat ownership, the Lease, at the sole option of the Division, shall automatically and immediately terminate at such time as the Boat Owner sells, leases or otherwise transfers any or all of his/her interest in the boat to any other party, whether or not such transfer is voluntary or involuntary, by operation of law, under legal process or proceeding, by receivership, in bankruptcy or otherwise.

5. GENERAL PROVISIONS:

- (a) The laws of the State of Utah shall govern the provisions of the Lease.
- (b) If any portion of the Lease is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not affect any other portion or provision, which shall be given the fullest effect permitted by law.
- (c) The Boat Owner shall pay the Division for all costs and expenses the Division incurs in enforcing the provisions of the Lease, and shall pay the Division reasonable attorneys fees.
- (d) The Division reserves the right to remove the boat from the slip whenever the Division deems it necessary for safety or for maintenance of the marina area.
- (e) The exercise or failure to exercise, or delay or forbearance in exercising any remedy for any breach of his/her agreement shall not be deemed as a waiver of Division's rights unless set forth in writing.
- (f) All notices, demands and requests that may be or are required to be given pursuant to the provisions of the Lease may be delivered in person, or sent by United States first class mail, postage prepaid, as follows:
- (1) If to the Division, or the Harbor Master at its designated address.
 - (2) If to Boat Owner, at the residence or business addresses set forth in his/her Lease or to such other address as Boat Owner may subsequently designate by written notice. The Boat Owner is required to notify the Division of any change in address.
 - (3) Notice, is deemed to have been given on the date the Notice is served in person, or placed in the United States mail.