

Great Salt Lake State Marina

Live-Aboard Agreement and Policy

- Purpose:** To set general guidelines for persons living aboard their boats at the Great Salt Lake State Marina.
- Definition:** A Live aboard, as defined by the Great Salt Lake State Marina, is someone who spends more than 14 days in any 30 day period on their boat or is using the boat as a place of residence.
- Policy:** The Great Salt Lake State Marina has limited facilities for Live Aboards. Due to the limited facilities and utilities available on the docks, the number of Live Aboards allowed is set at twelve (12). The number of Live Aboards may further be limited by the availability of slips in general. As stated in the Boat Slip Rental Lease 2(e), anyone who desires Live Aboard privileges must have written authorization from the Park Manager or Harbor Master.
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- Prerequisites:** Boat owners who wish to live aboard their vessel must adhere to the following conditions:
1. The boat must already be in the marina a minimum of three (3) months and have a current slip lease agreement prior to the owner applying for Live Aboard status.
 2. The boat owner's account must be current with their slip payments to the marina and have no history of payment problems.
 3. The boat must be in compliance with all conditions of the lease agreement.
 4. The boat must have an enclosed cabin.
 5. The boat must have a marine toilet or equivalent which does not require the operator to discharge into the water.
 6. Only the owner or their spouse may live aboard the boat. The names of each will be recorded on the Boat Slip Rental Lease. No subleases will be permitted.
 7. No one under the age of 18 will be permitted to live aboard. Children of the Live Aboard are allowed to visit.
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Condition of Use: The following conditions will be in force while the owner is living aboard their vessel. Violation of any condition of use may result in the immediate suspension of the live aboard agreement.

1. All conditions of the Boat Slip Rental Lease agreement will be strictly adhered to.
2. All conditions outlined in the prerequisites will remain in force.
3. Payments due to the marina shall not be more than 15 days past due more than twice during the term of this agreement. Payments shall never be more than 30 days past due.
4. No activity which could be considered a public nuisance will occur on or about the owner's boat.
5. The owner, operator, person(s) living aboard, and any guests will refrain from any illegal activity within the marina.

6. Berthing of houseboats, barges, floating homes, or other vessels not capable of navigating open waters will be prohibited.
7. In cases where determination of design and/or sea-worthiness is in dispute. The Harbor Master will make the final decision.
8. Only one (1) vehicle per live aboard may be kept at the Marina.
9. Additional Conditions and

Terms: _____

Terms of Agreement: This agreement shall run from the date it is signed by the Harbor Master and the boat owner until the end of the current Boat Slip Rental Lease period.

Early Termination: The boat owner or the Park may choose to terminate this agreement without cause by providing 30 days notice to the other party.

Suspension: In the event of an emergency or other event affecting the safety of the public (including routine maintenance) the Park may temporarily suspend live aboard privileges without compensation.

Fee: The boat owner shall be responsible for paying all fees associated with the Boat Slip Rental Lease agreement plus **\$50.00** per month per person living aboard. This live aboard fees will not be prorated or reduce during the period of this agreement. In the event this agreement is terminated, the owner will pay the full month fee for which ever month the notice is given in.

Communication: The owner agrees that official communication will be by mail to the owners address of record or by notice placed on the boat. The owner may provide notice to the park by posting to the park Post Office (PO Box 16658, Salt Lake City, Utah 84116) or by suing the email harbormaster@gslmarina.com.

Utilities: Water and electricity will be provided to the boat during the summer season. During the winter, the water is shut off to the docks and no water service will be available. From time to time it may be necessary to shut off either water or electricity for maintenance purposes. The Park shall not be responsible to the owner for any interruptions of service. The Park will make good faith effort to maintain utilities in the same manner as provided to the other boats on the same dock.

Indemnity Clause: The lessee agrees to indemnify, save harmless, and release the State of Utah, and all of its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this agreement which are caused in whole by the negligence of the lessee, but not for claims arising from the State's sole negligence.

The indemnity covenant includes and pertains, but is not limited to, any all liability, expenses, and claims for death; bodily injury; property damage; worker's compensation; claims arising from or connected with services performed by on behalf of the lessee by

any person; breach of contract; non-payment; liens; infringement of a patent or copyright or disclosure of a trade secret; violation of state and federal antitrust laws; or any claim, damage or liability involving hazardous substances. The lessee shall indemnify, defend, release and save harmless the DIVISION from and against all claims, including (without limitation) those asserting negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of a product, defectiveness of product, or intentional acts, or otherwise. This "Hold Harmless and Indemnification" provision shall apply regardless of any negligence or fault on the part of the DIVISION, except where the DIVISION is solely negligent, or solely at fault.

Boat Owner (Signature and Date)

Harbor Master (Signature and Date)