



Slip/Storage Rental Agreement

This Agreement is entered into by and between Ozark Yacht LLC (including its employees and agents, collective referred to as "OYC") and the CLIENT:

1. CLIENT

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (Home/Business): _____ Cell: _____ Email: _____

2. SCOPE

OYC agrees to permit Client to store the following items at OYC, subject to all terms and conditions contained herein:

Item	Type Boat Trailer	Item Description Make & Model, Name, Registration Number Year, Length, Width, Draft	Slip/Location Dock, Lot Slip, Space	Rental Rate \$ Amount Per Yr/Semi/Qtr/Mo/Day	Start Date Time	End Date Time	Accepted Signature Date
1							
2							
3							
4							

3. TERM: This Agreement shall commence on the earliest line item start date and shall extend to the latest line item end date/time shown in section SCOPE above.

Unless otherwise indicated, all rent payments must be made prior to the start date/time of the service being rendered. All incidentals such as food, fuel marine services, and general merchandise, etc. are payable upon demand by OYC, typically at the time such incidentals are provided to CLIENT, or upon receipt of a monthly statement.

All storage and slip rental fees are non-refundable and all accounts must be paid in full before the CLIENT's property leaves Ozark Yacht Club.

CLIENT will incur additional charges for restitution to OYC for damage to OYC property caused by CLIENT, his invitees, or his boat. Expenses incurred by OYC at its sole discretion in efforts to secure or recover CLIENT's property from damages to anyone, expenses incurred to clean up improperly discharged fuel, refuse, or other debris. However, OYC is NOT obligated to perform the services described above.

4. COMPLIANCE

CLIENT agrees to comply with all federal, state, and local laws and ordinances, including all boater safety provisions, fishing regulations, public health and environmental safety requirements. CLIENT further agrees to comply with all rules and policies of Ozark Yacht Club. CLIENT is responsible for ensuring that his invitees abide by these provisions. OYC will provide Lessee with a copy of the Ozark Yacht Club rules and policies.

5. NON-ASSIGNMENT

CLIENT shall not assign, transfer, or sublet the privileges granted under this agreement. However, if CLIENT acquires a new vessel, he may request permission from OYC to designate the new vessel as his Boat. OYC will not unreasonably deny such a request provided that CLIENT demonstrates that the vessel is properly registered and complies with all applicable laws and terms of this agreement.

6. LIABILITY AND INSURANCE

CLIENT is responsible for keeping and returning at the rental end date/time all OYC resources listed in section SCOPE above in the same condition as they were at the rental start date/time, subject only to normal wear. Rental boats must be returned fully refueled.

OYC assumes no responsibility for any of CLIENT's property. Neither OYC, or its Affiliates, shall be liable to CLIENT or to CLIENT's employees, agents, or invitees for any injury or damage to person or property caused by any act or failure to act of OYC or by the act of any other party, or due to the piers or boat stalls or other OYC property being improperly constructed or out of repair. CLIENT accepts any assigned slip as suitable and waives any defects therein and agrees to hold OYC harmless from liability or injury. Neither is OYC or its affiliates liable for loss of, or damage to CLIENT's boat or other personal property due to fire, theft, rain storm, electrical surge or malfunction, or Acts of God or due to acts or omissions, carelessness, or negligence of OYC, its Affiliates, its employees or contractors, except the gross negligence or intentional acts of OYC. It is expressly agreed that the delivery of a boat

to OYC by owner during term of this contract shall be solely for the purpose of storage and that such delivery shall not constitute a bailment with respect to the boat.

CLIENT will present to OYC a copy of an insurance certificate or insurance policy demonstrating that his property is insured, with full marine and liability coverage, with limits no less than \$100,000. CLIENT's insurer shall have no subrogation rights against OYC for any loss sustained by CLIENT or his invitees or agents in or about the slip or the OYC premises.

The very nature of the terrain, water, wind and concept of floating docks and fluctuating water levels create hazards and risks which are open and obvious, and those risks are assumed by CLIENT and his invitees and agents. CLIENT enters into this agreement at his peril and has waived any warranty of fitness of OYC's property and accepts same as is, where is, and with all faults.

7. HOISTS

CLIENT may install a hoist in its slip, provided that it's design, location, installation method, and installer are approved in advance by OYC.

8. NO ALTERATION

Neither CLIENT, his invitees, or contractors shall construct or alter slips, piers or any other OYC property. Neither CLIENT nor his invitees or contractors shall place large items of personal property on the pier.

9. MOORING

CLIENT shall properly moor and bumper his Boat, with a minimum of four (4) mooring lines, each line 1/2 inch in diameter. The main lines must be attached to the mooring rings on the slip, and CLIENT may attach spring lines to the posts on each side. Tires may not be used as fenders. Although OYC has no obligation to do so, if OYC notices a boat improperly moored, OYC may, at its option, install proper mooring and CLINET shall be responsible for all costs associated therewith.

10. SINKING BOATS

CLIENT shall ensure that his boat is pumped free of water and is not in danger of sinking. Although OYC has no responsibility to do so, OYC may, at its option, pump water from the Boat if it is sinking. CLINET agrees to reimburse OYC for any expenses associated with said pumping.

Although OYC has no responsibility to do so, OYC may, at its option recover a sunken boat. CLIENT agrees to reimburse OYC for any expenses associated with said recovery.

11. SEWAGE PUMPOUT; DISCHARGE

CLIENT shall ensure that all sewage, oil, gas, refuse or other debris is disposed of properly. OYC will provide sewage pump-out services for a reasonable fee. If CLIENT utilizes OYC's pump-out facilities without OYC's assistance, such use will be at CLIENT's risk. In the event CLIENT or his invitees or agents causes or allows discharge of any sewage, oil, gas, refuse or other debris, the CLIENT is responsible for any expenses associated with cleaning or restoration.

12. RELOCATION & REMOVAL

Under reasonable circumstances, OYC may relocate or remove CLIENT's property from OYC premises. CLIENT agrees that OYC is not liable for loss, damage, or deterioration of any of CLIENT's property due to said relocation or removal. CLIENT does release and discharge OYC from all losses, damages, claims and causes of action related thereto and will reimburse OYC for any expenses associated with said relocation or removal.

13. TERMINATION

This Agreement may be terminated by OYC for Cause, by mutual written agreement by OYC and the CLIENT, by significant damage or destruction of the slip, or by expiration of the term of this Agreement.

OYC may terminate this Agreement for cause based on the failure of the Lessee to comply with the terms of the Agreement, including the failure to comply with the rules and regulations of OYC or CLIENT's failure to make the payments described in section SCOPE, in accordance with section TERMS. OYC will provide CLIENT written notice of termination at CLIENT's address provided in this document.

In the event of loss or substantial damage to the Marina, OYC may cancel this Agreement or, at OYC's option, may reassign CLIENT another comparable slip, if available.

If CLIENT has not removed its property by the date of termination, CLIENT will be charged 125% of the daily rate until his property is removed from OYC. OYC may, at its option, remove the property at CLIENT's expense.

14. NON-WAIVER

Failure of OYC to enforce any provision in this Agreement or in the rules shall not be a waiver of OYC's right to enforce the same provisions or any other provisions of this Agreement or rules. CLIENT hereby acknowledges that he has read, understands, and agrees to abide by all provisions contained in this Agreement. CLIENT has reviewed and verified that all information provided to OYC is correct.

CLIENT:

OYC

Signature : _____ Date: _____

Signature : _____ Date: _____

Printed Name: _____

Printed Name: _____