



BOAT SLIP LEASE/RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, of _____, hereinafter called "Renter", and the Panguitch Lake Resort, hereinafter called "Owner".

BOAT SLIP RENTALS:

Owner hereby agrees to rent boat slip # _____ in the Panguitch Lake Resort Marina to Renter for \$ _____ Per _____ from _____ to _____.

TOTAL COST: _____

USE OF BOAT SLIP

Renter further agrees (a) that the boat harbored in this slip shall not be used to carry passengers or property for hire; (b) that the boat harbored in this slip shall not be used to carry passengers or property in excess of the rated capacity of the boat; (c) not to use the boat harbored in this location or boat slip for any illegal purpose; and (d) not to operate the boat harbored in this slip in a negligent matter. Renter agrees to comply with Marina regulations in Attachment "A" below.

INSURANCE & LIABILITY

Renter assumes all risk and liability and agrees to Hold Owner Harmless for any injury or liability as a result of this Boat Slip Rental. Renter hereby agrees that he shall fully indemnify Owner for excess shall be returned to Renter.

RETURN OF BOAT SLIP TO OWNER

Renter hereby agrees to return the boat slip to the utilization of the Panguitch Lake Resort in it's original condition upon expiration of this Rental Agreement. Renter will insure he leaves no personal property or trash in the Marina or Slip Rental upon the expiration of this Rental Agreement.

RENTER: _____
Signature & Date

OWNER Representative: _____
Signature & Date

Name Printed & Drivers License Number

ATTACHMENT "A": GENERAL MARINA RULES

ADDITIONS OR ALTERATIONS of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon installation. All unauthorized additions or alterations will be removed with the Boat Slip Renter being assessed for the removal.

When a boat enters the harbor, it immediately comes under the general jurisdiction of the management. Any condition aboard any boat, which, in the opinion of management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by the owner. Refuse, oil or combustible liquid must be deposited in receptacles for that purpose.

All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. No laundering or drying of laundry, including swim suits and towels, is permitted on

any deck or rigging of any vessel or on the common areas. In the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation or the environment, the Marina may correct said condition by removing the vessel by any means the Marina deems appropriate. The Owner shall be responsible for all costs associated with said corrections. Boat and Boat Slip Renters must maintain his vessel in a state of readiness for movement in case of fire or evacuation.

Advertising or soliciting is not permitted on any boat within the Marina. Owner may conduct no business or commercial enterprises within the Marina area.

The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants. Owner must obey the No Wake Zone in the Marina at all times.

All boats docked in the harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations. Owner must maintain his mooring lines.

Restrictions: (a) Subleasing of slips, or leasing, renting or chartering of boats is not allowed except with written prior approval from the Marina. (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size, if the Marina requests, Owner shall move Owner's boat to a new assigned slip. (c) BOATS OFFERED FOR SALE within the Marina slip lease area must be registered with the Marina's Manager. Those Owners choosing not to list with the Marina's Manager of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited with the Marina lease area. Owners choosing not to list with the Marina's Manager of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner of other broker promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by a broker or other representative. Agents, brokers or like associations are prohibited to operate within the Marina lease area unless prior written approval is granted by the Marina. The rules set forth in this section apply to the promotion and sale of boats, additions and accessories and include merchandise and or services. (d) Owner agrees to place, in areas on the boat acceptable to the Marina and that are visible from the header pier, boat identification stickers (e.g. Stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed to the Owner. (e) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.

Transfer of boats between slips or from one slip space to another is prohibited, unless approved by management.

Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall pour oil, paint, spirits, flammable liquid or pump oily bilges in harbor areas.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 10:00 p.m., a state of general quiet shall prevail.

Pets are permitted in the Marina area only if they are enclosed or leashed and do not disturb other tenants. They shall be toileted on the adjacent land area to the Marina.

Slip Lessees or others shall not store dinghies, refrigerators, freezers, air conditioners, accessories or debris on fingers or main walkways.

Slip lessees or others may not store flammable items in lockers or storage areas. Any locker or storage area must remain open for fire marshal and safety inspections. Should Lessor or others elect to lock the locker under his/her control, a key must be provided to the Marina Office.

The use of motorized vehicles, including golf carts, motor scooters and bicycles and air rifles is not permitted on Marina docks and ramps.

Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Marina. Owner agrees that in case of emergency or maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring place, and releases Marina for any liability for loss or damages.

Owners checking out of the Marina shall report to the Marina Office and settle their account prior to leaving. All personal property must be removed from docks and lockers when moorage rental is terminated.

No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips, docks or in or near any storage area, nor on the decks of any boat moored in a covered dock space. Fireworks are not permitted.

Maximum vehicle speed limit on all roads and parking areas is 5 MPH. Marina reserves the right to limit and govern parking space in Marina parking areas.