

Juniper Beach Docks, LLC
P.O. Box 400
Harrods Creek, KY 40027
(502) 228-6007 Fax 228-1776
info@juniperbeachdocks.com

**Creek – Boat Moorage Contract
2009 Season**

TO: _____

DATE: _____

DOCK #: _____ C - _____

This Agreement, by and between Juniper Beach Docks (hereinafter "JBD") and _____
(hereinafter "Owner");

1. Moorage is by invitation only.
2. **ASSIGNMENT:** A space will not be assigned until deposit and all paperwork has been received by JBD. JBD will try to honor owner's request, but has the right to reassign said spaces as the overall conditions may dictate in JBD's sole discretion.
3. **RENTAL:** Owner's rental shall be the sum of \$_____. A deposit of \$200 shall be due within 2 weeks of mailing of contract. After mailing of contract, owner will have 2 weeks to return a signed contract, signed Rules and Regulations, proof of insurance, and deposit or JBD will assume Owner does not wish to rent the above-referenced dock. The balance of the rental fee shall be due on or before May 1st, 2009. If the balance is not paid by May 1st, and the above-mentioned documents provided, Owner forfeits his/her deposit and any rights to dock for the season.
4. **DURATION:** Season moorage will commence on May 1st, and when spring floods subside and boat docks are cleaned and safe for moorage. Season will end November 15th, 2009. Boats remaining after November 15, 2009, will be charged \$10.00 per day until such time as they are removed from the premises.
5. **NO SECURITY OR BAILMENT:** Owner acknowledges that JBD provides no security and Owner agrees that JBD shall not be responsible for any damage or loss due to theft or vandalism. ***This is not a bailment.*** Owner agrees that this is a storage space only and shall not be considered a bailment, and JBD shall not have any responsibility whatsoever for Owner's boat, whether from theft, casualty damage, act of God, or any other cause.
6. **ELECTRICAL:** If electrical service is provided, Owner agrees:
 - (a) That his ship to shore connection will comply with all governmental codes and any additional requirements JBD may impose.
 - (b) No ship to shore line will be allowed to hang in water, or otherwise be unsafe, or Owner's right to use electricity shall be terminated.
 - (c) Usage of electricity is metered, and Owner agrees to promptly pay the charges (or prorated charges) attributable to his boat.
 - (d) No alterations shall be made to electrical boxes except by JBD's private electrician. The charge for alterations shall be the expense of the tenant.
7. **REPAIR WORK:** Repair work will not be performed on the premises or docks by outside personnel unless expressly approved, in advance, by JBD. For the protection of all parties, such outside service personnel will not be authorized unless they are licensed where required and furnish the office with valid certificates of insurance before contracting with Owner to service or repair his boat while it is on the premises.
8. **LIABILITY INSURANCE:** Owner agrees that he will provide this office with a certificate of insurance with limits of not less than \$100,000.00 for bodily injury and property damages. Uninsured boats will not be allowed on the premises for the safety and protection of all boat owners. JBD shall not be held responsible for any injury resulting from any cause. Owner does hereby agree to protect, defend, indemnify and hold JBDS its agents and employees, free and harmless from and against any and all claims, demands and causes of action of every kind and character brought by any party, government agency, and/or third party, whomsoever, arising out of, incidental to or in connection with the performance or non-performance of independent contractors, customers, owners, friends and trespassers including, but not limited to, death, injury or other damage to persons or property, judgments, penalties, interest, legal fees and expenses in connection therewith.

