

1. Manitou Beach Marina, operated by Rochester Marinas Inc. (Hereinafter referred to as "Marina"), shall try to assign Lessee the dock slip of their choice; however, the assignment of dock slips is at the Marina's sole discretion and may be changed at any time. Assignment of Owner to another slip shall not be grounds for termination of this Lease and Lessee agrees to cooperate if the Marina requires relocation. Lessee represents that they own the Vessels and Trailers on the Lease and any additional pages.
2. Lessee agrees to pay Marina prior to docking vessel; if full payment is not made a \$10 per day late fee will be charged and added to the contract. Any delinquency over 30 days of any monies owed to the marina will be considered a default.
3. Lessee agrees to pay additional charges if the Lessee's vessel is larger than reported on front of Lease. Storage on land is not included with wet slip lease. A rate of \$30 shall apply to daily dockage before May 1 or after October 31.
4. Lessee agrees to keep their contact information up to date and to identify all Vessels and Trailers before bringing them to the Marina including paying any fees due. Lessee may send updates by email or text and Marina will provide Lessee an updated Lease copy. The Lessee is responsible for correcting errors and keeping its Lease updated. The Marina will impound unidentified items regularly and charge labor and storage. Impounded items may take 48 hours to release.
5. Lessee shall not provide ramp or slip use to vessels of visiting friends, family, or guests, without written permission of Marina in advance and paying any fees due.
6. Lessee agrees to pay Marina's invoices upon receipt. A service fee of \$10 per month plus 2% interest per month will be assessed on accounts 30 days past the invoice date.
7. Lessee agrees to reimburse Marina for its labor if Lessee's property or guests cause Marina to incur it through negligence or failure to observe this agreement's terms. If Lessee is engaging in an activity it profits from, it agrees to reimburse Marina for any Labor related to Lessee's business activity, its customers, or the Government.
8. Lessee agrees to notify Marina within 24 hours of any unsafe conditions or injuries. Lessee's Personal property must be removed by lease expiration, or the Marina may dispose of it at the Lessee's expense. No changes shall be made to the slip area without the written approval of Marina. If a slip is to be unoccupied for more than 24 hours, the Marina reserves the right to sublease the slip to transient boaters.
9. **ELECTRIC** – Marina does not guarantee that electrical service shall be continuous, outages and low voltage can occur. Lessees without metered electricity may not run air conditioning units unless they are present. Electric use must be on the vessel.
10. **FIRE SAFETY** - Use of any open flame device, fireworks, toxic chemicals, or any other hazardous equipment or supplies in the docking area is prohibited. For fire safety and environmental protection, the filling of vessel tanks from portable containers will not be permitted anywhere at Marina. Lessee agrees to properly secure its vessels to prevent damage to them or the Marina's dock system.
11. Lessee agrees not to discharge any sewage, fish or pet waste into the water or store trash and/or receptacles outside in the dock area. Only items generated by typical boating activities may be disposed of in the marina's dumpsters. No items may be stored on the docks that may be an obstacle, hindrance, or safety concern to others.
12. If Lessee wants someone other than themselves to work on their boat at the marina, advance approval must be obtained from Marina. A Certificate of Insurance naming the Marina with limits equal to those it carries will be required.
13. **ACCESS** – Marina may secure its restrooms, dock entrances, and parking lot entrances. Lessee may obtain access cards upon paying a \$25 deposit per card. Deposit is refundable by return of access card if within 20 days of lease expiration.
14. **INSURANCE** – Lessee agrees to carry casualty and liability insurance on their boat and equipment sufficient to protect against such losses as described in **INDEMNITY**. Lessee warrants they have a policy in force and agrees to furnish Marina a Certificate of Insurance upon request naming it as an additional insured.
15. **CONDUCT** - Lessee is responsible for the proper and safe conduct and compliance with governmental laws, posted rules, and Lease conditions for themselves, children, guests, and pets brought on to the property. Pets must be leashed, and the Lessee must collect and properly dispose of their pet's waste. Marina shall have full discretion to remove or banish Lessees, Guests, or Pets from the property if they are not kind to others or that violate posted rules or this agreement's terms. Noise or Conduct must be reasonable between 7am and 10pm, this includes music, raised voices, discourteous vehicle/vessel operation. Lessee may have up to 4 guests during the Quiet hours 10pm-7am daily if they do not disturb others.
16. Lessee agrees that any past due amounts may be charged to Lessee's credit card provided. Lessee may not terminate this agreement at any time during the lease.
17. **DEFAULT** – The occurrence of any of the following shall constitute a default under this lease: 1) the failure to make a required payment under this Lease when due whether or not the slip is occupied; 2) failure to comply with any terms or conditions of this lease; 3) if a Notice requiring Lessee's action is not resolved within 10 days' notice to Lessee; 4) the failure of Lessee to pay any other amounts due Marina within 30 days' notice the amount is due.
18. **RIGHTS ON DEFAULT** - If the Lessee is in default under this Lease and fails to remove their property within ten (10) days written notice to Lessee, Marina may remove the Lessee's property by any means including, but not limited to, hauling the boat, securing the vessel to the slip, taking possession of the Slip, charging the Lessee the costs of removal including hauling, blocking, and dry storage at its current rates. The remainder of the Lease payments shall be due and payable and retained by Marina as liquidated damages. Marina shall hold the Lessee responsible for the costs of collection (including attorney's fees and legal costs), repair and related costs. Marina may re-lease the Slip to mitigate liquidated damages, but shall not be obligated to do so, except as required by law. Marina shall not be required to release the boat to Lessee until all amounts due to Marina have been paid by Lessee. Marina shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Marina during the term of this Agreement. After the 90<sup>th</sup> day the vessel will be publicly auctioned to pay past due amounts.
19. In the event that the Lessee or anyone associated with the Lessee violates any of the terms, conditions, and policies of this agreement the Marina shall have the option of terminating this agreement upon (10) days written or verbal notice to Lessee. Lessee must remove their vessel from the Marina prior to the (10) day period or the vessel will be removed at Lessee's expense.
20. **INDEMNITY** - Lessee agrees to indemnify and hold harmless Marina, its agents, and employees, from any and all expenses, responsibility and or liability for injury (including death), loss or damage to Lessee's persons or property in connection with Marina's facilities, except through gross negligence by Marina. This release and discharge shall cover, without limitation, any loss, damages, or delay in service resulting from Marina's employees launching, docking, or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, weather events, water depths, collisions, groundings, or event beyond marina's control.
21. **EMERGENCY** - In an emergency situation, Marina shall be permitted to move Lessee's unattended boat to a safer location if possible; however, Marina shall not be required to provide this service. In the event such a service is provided, Lessee will be billed at Marina's prevailing rates for the service rendered posted in the marina office and Lessee shall be required to pay all costs incurred by Marina on Lessee's behalf. Lessee shall indemnify and hold Marina safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to Lessee's boat due to an emergency situation.
22. **BOAT SINKING** – In the event Lessee's boat shall, for any reason, sink while occupying Marina waters, the Marina may, if Lessee cannot be contacted immediately and if said sunken boat constitutes an environmental liability, safety hazard, or navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat at Lessee's expense. Vessel will not be released to Lessee until all costs are paid to Marina.
23. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This lease replaces all prior agreements between the parties. This lease shall be governed by the laws of the State of New York.
24. **SEVERABILITY** – If any portion of this lease shall be considered to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would be become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.
25. **WAIVER** - The failure of either party to enforce any provision of this Lease shall not be construed as a limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
26. **TRANSFERS** – Lessee may transfer its Lease to another party with Marina's prior authorization and payment of a \$150 fee. Transferee will sign a new Lease.