

## MARINA SLIP RENTAL AGREEMENT

1. The nominal rental season for the purpose of this Agreement shall commence May 1, and end October 1, each year.
2. This is a non-refundable rental payment and is payable in advance for the defined dates. For the purposes of this agreement, the start date and end dates of this agreement is:  
Start Date \_\_\_\_\_ 20\_\_\_\_; End Date \_\_\_\_\_ 20\_\_\_\_
3. Renter agrees to rent Carlin Bay Property Owners Association (CBPOA) marina private boat slip number \_\_\_\_\_ for a total of \$ \_\_\_\_\_ beginning and ending on the dates set forth above. Renter further agrees to comply with the terms and conditions of this Agreement and to be responsible for any losses that occur as a result of any acts committed by Renter or any other person in Renter's group.
4. Renter hereby acknowledges that there is no refund of rent if for any reason the rental period is terminated early.
5. The gate to the CBPOA private marina shall remain locked at all times and the renter understands that the gate combination may change from time to time. The boat slip owner will supply the renter with the current combination upon the date of this agreement. The CBPOA bulletin board at the security gate will announce any changes in the combination and the renter should follow-up with the slip owner/marina committee to insure that he/she secures the new code.  

5(a) Renter and only those persons in Renter's group are entitled to access the private Association Marina. In that the parking area is reserved specifically for Association Members, Renter **MUST** park outside the parking gate specifically on the shoulder of Carlin Bay Road and walk to the Marina. Unloading and loading of renters vehicle is the only time that renters vehicle may access the Marina parking area. Renter takes full responsibility for persons in Renter's group while at the CBPOA private marina, including, but not limited to, the parking area, the docks or the walk ramp.

5 (b) It is specifically prohibited for any slip to be rented for use by 3<sup>rd</sup> parties from any number of rental categories such as Vacation Rental By Owner (VRBO), AirBNB, HotPads, Expedia, etc. In other words **subleasing of any kind or sort is strictly barred as a part of this agreement.**
6. Renter understands that all non-association parties that rent an association member's slip only have rights of ingress and egress to the Marina. **No other Association rights are allowed** such as beach, picnic area, and launch ramp. Renter further agrees to abide by all marina rules and regulations posted in the CBPOA marina bulletin board at the marina security gate.
7. Renter shall not sublet the boat slip or allow other persons to use the boat slip without the prior written consent of the boat slip owner named below and the Marina Manager or the CBPOA Board of Directors .
8. Renter shall not use any boat slip other than that boat slip which is the subject of this Agreement and shall not change boat slips at any time during the term of this Agreement.
9. Renter hereby acknowledges that the maximum boat length allowed in the private marina is 32 feet in a 30 foot slip or 22 feet in a 20 foot slip. Renter agrees not to tie a boat that exceeds the maximum length for the slip he/she is renting. Renter shall not tie a boat or watercraft so tightly to the boat slip that there is damage to the boat slip.

Renter is responsible for such damage to the boat slip, dock box, or for damage to any other boat or watercraft in the marina area caused by Renter, or Renter's boat or watercraft.

10. Renter and the persons in Renter's group shall not use the CBPOA marina, docks or walk ramp to fish, swim or dive unless they are duly authorized guests of an Association Member.

11. Renter and the persons in Renter's group shall not place chairs, ice chests, towels, etc., or in any other manner obstruct other persons from being able to pass by on the CBPOA marina docks or walk ramps.

12. Prior to the rental period, Renter shall provide to CBPOA, current copies of the registration and the certificate of insurance of the boat or watercraft that will be tied to the boat slip. The certificate of insurance shall contain information that includes, but is not limited to, the types and amounts of insurance coverage, the amount of insurance coverage for personal liability, bodily injury and property damage, the dates of inception and expiration of the insurance policy, the policy number, and the names, addresses and telephone numbers of all insured.

13. Renter hereby acknowledges that it is Renter's responsibility to remove Renter's boat or watercraft from the boat slip during periods of extreme weather conditions if warranted.

14. Renter understands and agrees that Renter enters into this Boat Slip Rental Agreement at Renter's own risk and assumes all risk of loss and liability arising from this Agreement. Renter further understands and agrees that the slip owner and CBPOA, is not liable for any loss due to theft, vandalism, fire, collision, natural disasters or water levels which may cause damage to or destroy Renter's boat, watercraft or personal property stored therein.

15. By my signature below, I (we) acknowledge that I (we) have read, understood and agree to abide by the terms and conditions of this Agreement and the CBPOA marina rules and regulations. Renter further understands and agrees that any violation of such may result in the immediate termination of my Boat Slip Rental Agreement and the forfeiture of the rent I have paid.

I (we) further acknowledge receipt of a copy of this Boat Slip Rental Agreement.

Signature of Renter/Responsible Party \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Address of Renter/Responsible Party \_\_\_\_\_

Telephone # \_\_\_\_\_ Cellular # \_\_\_\_\_

Signature of Boat Slip Owner \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Address of Renter Boat Slip Owner \_\_\_\_\_

Telephone # \_\_\_\_\_ Cellular # \_\_\_\_\_