



**Ruth Lake C. S. D.
Ruth Lake Marina**

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Moorage & Dry Storage Reservation Agreement

Name: _____

Address: _____

City/ State: _____

Home Phone #: _____ Cell #: _____ Emergency # _____

Marina Moorage

Berth # _____ CF #: _____ License #: _____ State: _____

Start Date: ____/____/____ Departure Date: ____/____/____ Rate: _____

Rates: Per berth: \$150.00 per month for April or October

\$750.00 Season (May 01 to Sept. 30) Total Due: _____

Dry Storage

Space # _____ CF #: _____ License #: _____ State: _____

Start Date: ____/____/____ Departure Date: ____/____/____ Rate: _____

Rates:

Fenced: \$80.00 / month for April or October Parking Lot \$70.00 / month for April or October

Fenced: \$400.00 Season (May 01 to Sept. 30) Parking Lot: \$350.00 Season Total Due: _____

Credit Card Type (Circle one): Visa/ Master Card/Discover/AMEX or Check #: _____

Card #: _____ Exp. Date: _____ CVV (#): _____

By my signature below, I agree to the above Reservation Agreement and total fees due. I have read, understand and agree to the "Terms and Conditions of Moorage/Dry Storage," listed on page 2 and agree to abide by all Marina rules and regulations.

Signature of Applicant: _____ Date: _____

Please Note: Reservation requests will be processed in the order in which they are received.
Rates are subject to change without notice.

TERMS AND CONDITIONS OF MOORAGE/DRY STORAGE ARE AS FOLLOWS:

1. This agreement is for the rental of space only. MARINA shall not be liable or responsible for the care or protection of the boat or trailer. (Including personal gear, equipment, and contents).
2. At the end of this contract period MARINA is entitled to re-lease the slip for the current rates and conditions. LESSEE must notify MARINA of its intention to re-lease at least 15 days prior to expiration.
3. LESSEE agrees to abide by any moorage house rules or regulations that may be posted and changed from without notice. Any said rules shall be considered a part of this Agreement. The following rules are considered in effect as of the time of the signing of this Agreement.
 - A. No swimming or fishing is permitted in the Marina area.
 - B. Transferring of fuels within the Marina area is not permitted.
4. LESSEE has examined and knows the condition of the premises and has received same in good condition and shall always keep and maintain the premises in a clean and sanitary condition, and upon the termination of the lease shall surrender the premises to MARINA in as good condition as when received.
5. MARINA is hereby authorized to move the boat at the owner's expense without liability to MARINA, from the space leased, in case of emergency where doing such would seem prudent.
- ➔ 6. LESSEE is prohibited from subleasing or loaning their slip or storage space without the prior written consent of MARINA. It is the responsibility of the LESSEE to communicate with the MARINA prior to placing a different watercraft in its space.
7. LESSEE shall be solely responsible for checking on the welfare and security of his boat and shall in no way rely upon MARINA to protect the boat from harm. MARINA hereby disclaims any duty to notify lessee of weather or other conditions which might create a danger or unusual condition to LESSEE'S boat.
8. All closed hull boats are recommended to have an operational automatic bilge system.
9. This lease shall be deemed automatically cancelled if LESSEE'S boat is declared unsafe or a hazard to pollution by the authorities or by MARINA.
10. Should LESSEE breach any term or condition of this Agreement or of the MOORAGE HOUSE RULES AND REGULATIONS, then this Agreement shall, on the option of MARINA terminate immediately and, if terminated, MARINA may remove the boat from her mooring space at LESSEE'S risk and expense and retake possession of the mooring space and re-let same to other persons.
11. MARINA shall have a lien upon the boat for the rental and charges herein provided for, and if LESSEE defaults hereunder, MARINA may hold the boat, using all necessary force to do so, as security for the payment of said rental, and the rental shall continue to accrue while the boat is so held. Should the boat be removed without payment of all rental due, MARINA may take possession of boat whenever found and return it to the space to hold or dispose of boat according to law. LESSEE agrees to pay all costs reasonably incurred in so enforcing MARINA'S rights.
12. Should it become necessary for MARINA to employ attorneys for the purpose of compelling legal enforcement of any of the provisions of the agreement, or for causing the removal or the sale (to satisfy delinquent charges) of the boat described below, the undersigned LESSEE agrees to pay reasonable attorney's fees and court costs, or other fees incurred by MARINA in connection herewith.
13. Acceptance by MARINA of rental payments in advance of any current rental month shall not constitute a waiver of any of the above-mentioned terms and conditions.
14. Waiver of any condition by MARINA shall not be deemed a continuing waiver of any other condition of the Agreement. This Agreement contains the entire understanding of the parties hereto, and no oral waivers, alterations or additions shall be honored unless mutually agreed to by both parties in writing. This Agreement is not assignable by LESSEE.