



2017 SLIP & MOORING LEASE AGREEMENT

4800 South Dayton Street • Greenwood Village, CO 80111
Complete and Email to: info@TheMarinaAtCherryCreek.com

1. **PARTIES TO AGREEMENT** The parties to this Lease Agreement are the Vencore Marine Group, LLC, operating the Marina at Cherry Creek State Park, hereinafter referred to as Lessor, and _____ hereinafter referred to as Lessee or Tenant.

LESSEE IDENTIFICATION Lessee's full name and mailing address are:

Name _____ E-Mail _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone: Home _____ Work _____ Cell _____

VESSEL IDENTIFICATION Description of Lessee's Vessel, which is to be placed in the lease slip:

Vessel Name _____ Manufacturer _____
Model _____ Length (Overall) _____ Registration# _____
State of Registration _____ Beam _____ Draft _____ Sail _____ Power_Hull ID# _____

ITEM	FEE
Slip/Space # Requested _____	\$ _____
Dock Box <input type="checkbox"/> Yes <input type="checkbox"/> No {Fee \$150}	\$ _____
Electric <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____
Water <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____
Summer Trailer Storage {\$200}	\$ _____

Condition of trailer as determined by Marina: _____

(Tires full/tread wear/previous damage, hitch working condition, NO LOCKS, etc.)

Trailer Make _____ License# _____

Total \$ _____

FEES ARE PRICED FOR CASH or CHECK– Credit Cards require 1.99% service charge

2. **AGREEMENT** In consideration of \$_____ (Total indicated above), receipt is hereby acknowledged, Lessor and Lessee agree as follows:
- A. PERMISSION TO MOOR VESSEL** By terms of this Lease Agreement, Lessee shall be allowed to dock/moor/store (summer/winter)/park the above described Vessel (the "Vessel") located at the Marina. Lessee agrees that Lessor shall designate the location of the slip within the marina and may in its sole discretion relocate the slip leased hereunder without prior notice to the lessee, provided such relocation does not result in an increase in the lease price charged for the slip.
- B. LEASE DURATION** This Lease Agreement commences on _____ and terminates on 10/31/17, unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual mooring season beginning and ending on dates other than the stated term of this Lease Agreement. No fee adjustments will be made for these conditions.
- C. CREATION OF A MARITIME LIEN** Lessee hereby appoints Lessor (acting through Lessors employees, agents or representatives) to procure necessities for the Vessel and that all sums due the Lessor from the Lessee pursuant to the Agreement or all sums due, advanced or incurred by Lessor in connection with any repairs, storage, lift usage, supplies, towage or the use of dock facilities afforded to Lessee and/or the Vessel shall constitute a maritime lien against the Lessee's Vessel and the trailer in favor of Lessor and may be enforced by the Lessor according to the laws of the State of Colorado and the United States of America.
- D. LEASE NOT TRANSFERABLE** This Lease Agreement is not transferable, without the Lessor's consent, either to another person or for any vessel other than that specifically described above.
- E. ACCESS AND LESSOR'S RIGHT TO USE** Lessee shall recognize that access to the Marina Area may be limited on occasion by capacity factors beyond the Lessor's control as dictated by the Colorado Division of Parks and Wildlife, and/or the US Army Corp of Engineers. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated.
- F. TERMINATION BY LESSEE** Should Lessee terminate this Lease Agreement, Lessee shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the months remaining in this Lease Agreement after assumption by the replacement tenant. All Wait List fees and Transfer fees are non-refundable.
- G. TERMINATION BY LESSOR** If at any time it is considered by the Lessor to be in the best interest of The Marina or its tenants, Lessor reserves the right, after two (2) days' notice, to terminate this Lease Agreement. Lessor shall reimburse Lessee for the unused portion of the Lease Agreement by the formula: Amount paid x Months Remaining in Lease/Total Number of Months Paid.
- H. VESSEL IS INSURED** Lessee warrants that the Vessel is insured for liability of at least \$300,000; \$500,000 if vessel is valued at over \$75,000. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the Marina or to the Marina & Storage structures, equipment or facilities. Lessee agrees to name Vencore Marine Group, LLC, The State of Colorado and the U.S. Army Corps of Engineers as an additional insureds, and to maintain an updated copy of the Lessee's policy at all times in the Marina

Office. **A copy of the Certificate of Insurance must be on file with the Marina Office BEFORE boat may be put into slip – failure to provide insurance will result in forfeiture of slip fee.**

- I. **INDEMNIFICATION** Lessee agrees to defend, indemnify and hold harmless Lessor, its owners, manager, agents and assigns for any and all claims, damages, losses, demands, causes of actions of liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.
- I. **VESSEL IS IN GOOD CONDITION** This Lease Agreement is contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good condition will not be admitted to the Marina. Failure to maintain the Vessel in good condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by the Marina, in its sole discretion using the standard set by the US Coast Guard Auxiliary and Colorado Boating Regulations. All decisions of condition and maintenance of good condition made by the Marina shall be final and binding on the parties.
- J. **LESSOR NOT LIABLE FOR DAMAGE, FIRE, THEFT, ETC.** Lessor and its manager will take all reasonable precautions to protect the safety and property of Lessee. However, Lessor and its manager assume no responsibility for the safety of any vessel moored, anchored or stored in the Marina and Lessor will not be liable for fire, theft, vandalism, and/or damage of any type to Lessee's Vessel, equipment, appurtenances, engines, dinghies, or property of any type, however arising; it being the parties understanding that LESSEE SHALL MOOR, ANCHOR AND/OR STORE THE VESSEL AT LESSEE'S OWN RISK. Lessor and its manager DO NOT insure against fire, theft, vandalism, damage of any type, or other loss or casualty to Lessee's Vessel, equipment, appurtenances, engines (including outboard engines), dinghies, and property of any type, including trailers and cradles.
- K. **CREATION OF SECURITY INTEREST AND LIEN** As further consideration of the Lease Agreement. Lessee hereby grants to the Lessor a security interest and a lien on the Vessel for all sums due from the Lessee for slip rental, provisions, labor, storage, maintenance and fuel. The lien granted herein may be enforced by the Lessor in accordance with the laws of the State of Colorado. To evidence and perfect Lessor's security interest, this Lease Agreement shall be considered a security agreement.
- L. **NO WARRANTIES** Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties including but not limited to those of merchantability of fitness for a particular use.
- M. **SUNKEN VESSEL** In the event that Lessee's Vessel sinks in its slip or within the Marina, Lessee will commence salvage activities within 24 hours of notice by the Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.
- N. **EMERGENCY SALVAGE ATTEMPT** In the event that Lessee's Vessel is observed to be sinking or on fire while moored in the Marina, Lessee grants to Lessor without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel. Lessor shall not claim salvage rights on any action, which might be so taken.

- O. REMOVAL OF VESSEL UPON TERMINATION, ABANDONMENT** Upon termination of this Lease Agreement for any reason, Lessee shall remove the Vessel from the Marina within two (2) days notice of termination. Failure to remove the Vessel shall be considered to be abandonment of the Vessel to the Lessor, in which case Lessor may dispose of the Vessel as Lessor sees fit.
- P. HOLD OVER** Should Lessee fail to remove the Vessel upon termination of the Lease Agreement, Lessor may, at Lessor's sole discretion, treat the Lessee as a hold-over tenant rather than an abandoned Vessel, in which case Lessee shall pay daily rent at twice the Marina's published daily rate for each day the Vessel remains at the Marina.
- Q. RENEWAL OF LEASE NOT GUARANTEED** This Agreement DOES NOT automatically renew. A prior lease shall not give Lessee lease renewal or renewal priority over another applicant for a slip. A new Lease Agreement shall require application, acceptance of the application, signing a new Lease Agreement, and payment in advance of the required lease fee. The Lessor may refuse to lease a slip to any lease applicant at the discretion of Lessor.
- R. RULES AND REGULATION** The attached Rules and Regulations of the Marina are made a part of this Lease Agreement. Failure by Lessee to observe these rules shall give Lessor the right to terminate this Lease Agreement on two (2) days notice, or to refuse to renew this Lease Agreement. The Rules and Regulations are subject to change without notice. Lessor has the right to move, or remove the Vessel and charge any necessary fees or fines in accordance with a breach of the Rules and Regulations.
- S. SLIP VACANCY** – All slip monies are due March 1. If in the event the full amount is not paid, this slip agreement will terminate on April 2nd, and any deposit will be returned, less the 10% noted in "F.", Slip holder shall communicate with Marina Manager if slip is to be vacant for an extended period of time.

I certify that I have read and agreed to the above terms and that I have read and agree to abide by the attached Rules and Regulations of The Marina.

Lessee: _____ Date: _____
 Lease Accepted

Vencore Marine Group, LLC, Lessor

By: _____ Date: _____

Please note that a certificate of insurance listing Vencore Marine Group, LLC, The State of Colorado and the US Army Corp of Engineers as additional insureds must be received prior to launching your vessel.

Thank You!



THE MARINA RULES & REGULATIONS

1. The Lessee agrees to exercise due care in the use of the premises leased under this Lease Agreement and to exercise due care in the operation of any vessel in the Marina area. The Lessor recommends inspection of vessels by the US Coast Guard Auxiliary.
2. To be admitted to Marina and to continue to be moored at this marina, a vessel must be registered, have registration identified, marked, and with safety equipment as mandated by Colorado Parks & Wildlife 2015 Colorado Boating Statutes and Regulations, equipped and maintained as required by law, shall at all times be capable of moving from its slip under its own power, and shall at all times present a clean, well-maintained appearance. The Lessor shall have the right to inspect the vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips in a manner acceptable to the Lessor, or the Lessor, after notice to the Lessee, will properly secure the vessel for the Lessee, without liability, and will charge the Lessee for the labor and materials for this work.
4. Lessees will provide the Lessor with keys or lock combinations for the main hatches and engine hatches of their vessels. Lessor will store said keys in locked cabinets accessible only to responsible the Marina personnel. Lessor will give the keys to no persons other than the Lessee or to the Marina personnel only upon specific prior authorization by the Lessee.
5. In the event of heavy storm, the Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. Lessee agrees to pay for these services as billed. However, the Lessor does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform service work on their own vessels provided however:
 - a. That the work is actually performed by the owner, members of his family, or friends who are not working for pay. Please see item 7 below.
 - b. That the Vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving

the use of power tools, paint, paint remover, solvent or the like on any exterior part of the vessel.

- c. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the Marina. Tenants should note that serious damage to other vessels has been caused by accidental spills. In the event of an accident spill, the offending parties will be held completely responsible for repair of these damages.
 - d. That the repairs or service shall not involve prolonged or high speed operation of a vessel's engines.
 - e. The Marina prohibits unattended open containers of paints and other maintenance supplies on docks.
7. **No “outside” contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Marina until they have:**
- a. Provided written authorization from the owner to enter the vessel and to perform the indicated work.
 - b. Obtained permission from the Marina Manager to perform such work.
 - c. Scheduled and paid for use of a designated work slip.
 - d. Arranged with the Marina to have the vessel moved to the designated work slip.
 - e. All contractors are required to submit proof of liability insurance. Contractor personnel violating this rule will be prosecuted as trespassers.
8. Advertising or soliciting shall not be conducted in the Marina.
9. The Marina reserves the right to place other vessels in a Lessee's slip, and to charge therefore, when the slip is not being used by the Lessee.
10. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond, or tidal waters. The Marina supports these regulations and will provide assistance to the enforcement agencies to assure compliance within the Marina. Tenants, tenant's family and guests will cooperate by using the Marina's shore side toilets and placing all garbage and refuse in the receptacles provided by the Marina.
11. Dumping of portable toilets into our shore side toilets can cause failure of our sewer system. Please dump portable toilets into receptacles specifically provided and marked for this purpose.
12. Tenants shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not

in use, or shall be neatly coiled and stowed. The Marina reserves the right to confiscate hoses and electric cords which are not so stowed.

13. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. In addition to the good housekeeping practices listed above, this rule specifically includes the following:
 - a. Swimming, diving or fishing from the Marina piers is not permitted.
 - b. No charcoal or open fires will be allowed on the Marina premises except in designated picnic areas.
 - c. Dogs will be kept on a leash at all times. Owners are expected to clean up after their pets promptly.
 - d. Children shall not be unsupervised at any time on the Marina grounds.
14. All boats wishing to utilize the Marina's shore power system must meet the American Boat and Yacht Council's Standards for Electrical Systems. The Marina reserves the right to inspect boats for adherence to these standards, and to refuse service to any boat not so equipped.
15. The Marina Manager may limit overnight camping if Marina or Lake conditions, in the sole discretion of the Marina Manager, so warrant.
16. All inboard and stern drive boats shall have oil absorbent materials located in bilge area.
17. Quiet hours shall be in effect from 10:00 p.m. until 8:00 a.m. daily in the marina. After 7:00 p.m. the outer security gate will be locked and only slip holders are allowed entrance. Please do not let anyone in that you do not know!
18. Fishing from the docks is not allowed.
19. Dogs must be on a leash at all times.
20. State law allows only 3.2% alcohol in the park. The only exception is in a properly licensed area.
21. No drilling or cutting of the docks' steel or wood is allowed. All fenders and lines must be properly tied in a nautical fashion. Please see the Marina Manager for assistance in proper technique. If your boat is not tied or fendered properly, we will tie it for you and a charge will be applied to your account. Please help us help you!

THESE RULES & REGULATIONS MAY BE UPDATED FROM TIME TO TIME. THE LATEST VERSION WILL BE ON THE WEBSITE: www.themarinaatcherrycreek.com.

