

SON RISE MARINA



Son Rise Marina

The place for Family,
friends and fun!

www.sonrisemarina.com

1535 First Street
Sandusky, OH 44870
Phone (419) 624-8557
(888) 508-3625
FAX (419) 624-1331

2006 DOCKAGE Lease Agreement

___ NEW ___ RENEW

Owner's Name _____
Address _____
City/State/Zip _____
Home Phone _____
Work Phone _____
Cell Phone _____
email _____

Boat Length _____ Beam _____ Mfr. _____ Yr. _____
40' & 45' twin 30 amp _____ 125 Outlets _____
50' Single 50 amp _____ 250v Outlets _____
OH# _____ Dock # _____
Boat Name _____

DOCKAGE

___ 40' Dock \$70/ft. (minimum \$2800)

___ 45' Dock \$70/ft. (minimum \$3150)

___ 50' Dock \$73/ft. (minimum \$3650)

___ PWC Dock \$550 season
Does not include
Power/Water Dock Box

___ Jet Boat \$825
(in water designated areas)

PAYMENT CALCULATOR

2006 Dockage \$ _____
2006 PWC \$ _____
Total \$ _____
Less Deposit/Payment 1 \$ _____
Balance \$ _____
Divide No. of Payments _____
Payment Amount \$ _____

DOCK PRICE INCLUDES

Dock	Service Specials
Dock Box	Cable TV
Sandusky City Dock Tax	Community Room
Personal Lockers (while available)	Full Utilities
Free Pumpouts	Restroom/Shower Facilities
Free Transient Slips	Laundry Facilities
Payment Program	Pool and Sundeck

PAYMENT OPTIONS

- #1 - 50% down, balance due by April 1, 2006
- #2 - 25% down, 5 monthly installments (Nov 05, Dec 05, Jan 06, Feb 06, Apr 06)

**We are pleased to have you as our customer. In order for us to secure your slip
for the upcoming season, the following procedures need to be followed:**

To receive the Preferred Customer benefits, plus any additional bonuses, along with the no interest payment program, WE MUST HAVE YOUR COMMITMENT BEFORE SEPTEMBER 05, 2005. All payments must be guaranteed by credit card. Dock assignments held until October 15, 2005. Cancellations according to policy on the back of contract.

I have read, understood and agreed to the terms and stipulations of the Hoty Marine Harbor Rules and both sides of this Agreement. In the event of Cancellation, the fee listed on the contract will apply.

___ Please charge my credit card monthly. # _____ Exp. Date _____

___ Visa ___ Mastercard ___ Discover Check # _____

Signature _____ Date _____

Return White Copy, Yellow Copy is Customer Copy

1. THIS AGREEMENT, SIGNED BY OWNER AND ACCOMPANIED BY PROPER DEPOSIT, MUST BE RETURNED TO THE MARINA BY OCTOBER 15, 2005, OTHERWISE THE DOCK WILL BE MADE AVAILABLE TO OTHERS FOR RENTAL.
2. All accounts must be paid in full, upon receipt of statement, unless a payment plan is in place and a deposit has been made. Fifty percent of total fee is due by October 15, 2005 and balance on or before April 1, 2006, or Preferred Customer payments starting September 6, 2005.
3. Hoty Marine, its parent company, affiliates, employees and agents, shall not be responsible for or have any liability whatsoever for any loss, damage or injury (including loss of life) to persons or property (1) occurring on the Company's premises or in its storage space; (2) associated with the Owner's vessel(s), motor, cradle, trailer, accessories, or other property including, but not limited to, dock box, fenders, tools and associated equipment; or (3) resulting from a loss due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, tornado or any other casualty loss. Owner agrees to cover the aforesaid risks by appropriate insurance without subrogation against Hoty Marine.
4. The following cancellation fee schedule will be applicable upon the cancellation of a dock lease. Cancellations are based upon total contract amount and not the deposit: 15% before 1/1/06; 30% before 3/1/06; 50% before 4/1/06; 100% after 4/1/06 – No rebates after April 1st.
5. The dockage season shall be from May 1 to November 1 for dockage but may be extended with the approval of the Marina Manager. Hoty Marine will not be liable for any damage to Owner's property caused by freeze. Back rack building service shall be from May 1 to October 15. Front rack buildings service shall be from May 1 to September 30.
6. The Owner shall carry adequate insurance of whatever necessary kind to cover any loss or damage to his Boat, the entire contents thereof, all other property of Owner and its guests located at the Marina, and for any personal injury and property damage to any person on the vessel(s) of Owner. It is agreed that Hoty Marine shall not be liable to the Owner or anyone else for any such loss or damage to the vessel or other property, and Owner shall cover said risks by insurance without any right of subrogation against Hoty Marine.
7. No person other than Owner, or the Captain employed by the Owner, shall work on property of Owner at the Marina during the season without the prior approval of the Marina and such work shall be done during regular working hours of the Marina and at the full responsibility and liability of Owner. Owner shall indemnify and hold Marina harmless for any and all acts or actions of Owner or agents of Owner for damages caused to Marina property or other persons or property by Owner or Owner's agents. All persons employed by Owner on vessels are subject to approval by Marina Manager.
8. Owner shall not assign, sublease or make dock available for use by any other boat except the one assigned to the dock. Dockage is not transferable. The Marina must be notified promptly if Boat is sold. Hoty Marine may move Boat to any other location as deemed necessary.
9. Personal Watercraft and/or Runabouts may be kept at your slip if they do not encroach on an area outside of your dock space (i.e., past your dock and channel and/or past the centerline of a double berth slip).
10. Shoes must be worn when walking through the Marina building(s) or on the floating docks at all times.
11. Owner shall not advertise any vessel for sale on, or as being located at, the marina and any such listing may be on a brokerage bases with the Marina Broker. If boat is listed with an outside Broker, Boat shall be moved to Broker's premises. **NO FOR SALE SIGNS BY OWNER OR BY BROKER ALLOWED.**
12. No fireworks, firearms or weapons of any kind are allowed on grounds at any time. Violators will be subject to immediate termination of this agreement, removal from the Marina, and prosecution.
13. Water and electric will be provided as part of the dockage lease; however, because of weather conditions, they may not be provided prior to May 1 or after November 1. Water lines on docks will be drained November 1 unless weather conditions necessitate earlier draining.
14. HOTY MARINE IS NOT RESPONSIBLE FOR UNDERWATER DAMAGE WHEN HANDLING BOAT IN AND OUT OF WATER; TRIM TABS MUST BE UP, ENGINE I.O. DOWN, ETC.
15. Children 12 years and under must be accompanied by an adult while using Marina pool.
16. Upon any breach of any of the terms of this Agreement, or the enclosed Harbor Rules, hereby considered part of the Agreement, by the Owner, its guests, or agents of the Owner, Hoty Marine may cancel and terminate this Agreement upon 48 hours notice to Owner. Such notice may be given either personally to Owner or his captain or by mail to Owner at the address set forth herein. No rental refund shall be made upon any such termination.