



Boat Slip Lease Terms & Conditions

City of Anoka, 2015 First Ave, Anoka, MN 55303
(763) 576-2980

2016

1. City of Anoka (Lessor) agrees to provide a boat slip to Lessee for the 2016 boating season, subject to the terms and conditions below. The slip will be provided above the dam on the Rum River in Akin Riverside Park.
2. Boat slip season commences approximately *May 15 – October 15* each season dependant on water conditions.
3. This lease agreement cannot be sublet and is not assignable or transferable. Any attempted assignment to another person or use of a boat not described on the agreement entitles the Lessor to immediately terminate Lessee's rights under this agreement and require vacation of the slip. No refund of rental will be made upon the termination of this lease agreement before the end of its term.
4. The boat registered with the Lessor is the only watercraft allowed in or near the boat slip assigned. Auxiliary watercraft is not allowed in the slip. If the Lessee desires to dock a boat other than the one listed on the lease agreement, the Lessee must first notify Lessor in writing.
5. The Lessee discharges and releases the Lessor from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on the Lessor's Facility, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, freeze and thaw, the elements, collision or accident, or any act of God. Lessee agrees to defend and hold harmless the Lessor from liability connected with the use of the leased slip and common facilities by Lessee and its invitees during the term of this lease, including all losses and claims by reason of any act or omission of the Lessor, its agents, or employees in the installation and operation of the Facility.
6. Lessee is responsible for any damage or vandalism caused by Lessee or Lessee's guests to any Lessor property or to other boats or structures in Lessor's Facility.
7. If any of the rules contained in this agreement or any of the posted rules and regulations of the slips are found to be unenforceable, all remaining parts of this agreement or posted regulations remain in effect.
8. For any dispute arising between the Lessor and Lessee, Lessee agrees to submit and be bound by binding arbitration.
9. Lessor assumes no responsibility for Lessee's slip being occupied or obstructed by a third party. Lessee is prohibited from occupying or obstructing any other slips and the Lessor has the right to remove the offending boat at Lessee's expense.
10. Although a specific slip is assigned to the Lessee, the Lessor reserves the right to reassign Lessee's boat to another slip location on-site for facility management purposes at the sole discretion of the Lessor.
11. Trailer storage is not permitted on the premises.
12. Alterations of, or additions to, the slip structure, water, mechanical, electrical systems, or other equipment are not permitted. Carpeting or similar protective items that retain water must not be attached to the slip structure. Boat covering structures, cradles, lifts, lockers or cabinets are not permitted or provided.
13. Lessee must not store supplies, materials, accessories or debris upon floats, slips or docks. Boat slip and dock areas are to be kept clear at all times.
14. Boat slips are for pleasure boats only.
15. Lessee agrees to keep the registered boat fully insured against liability in the amount of \$150,000 or greater. The Lessor does not carry insurance covering property of the Lessee. The Lessor and its agents are not responsible for any injuries or property damage resulting, caused by, or growing out of, the use of the dock or Lessor's facilities. Lessee waives any right, including any subrogation rights, to recover against Lessor or its agents for any such loss or damage.

16. Lessor makes no representation or guarantees concerning water level. Lessee will make its own independent determination. Lessee has a continuing obligation to pay the total fee due under this agreement, notwithstanding the change in water levels that may affect navigability within the dock area or river, or shore access to the dock area.
17. In the event high water conditions delay dock slip installation beyond June 15, the City has established a prorated daily fee based on the lease fee to be applied to each day beyond June 15 that the season is delayed. Lessee may choose a refund of said amount or may choose to apply the amount to the following season fees. No refunds will be given for high/low water conditions after docks are installed that prevent use. (Prorated Daily Refund: Akin Riverside Park = \$14.75/day; Riverfront = \$6.50/day; Rum River North = \$8.00/day).
18. Lessee is responsible for informing its family members and guests of all rules and regulations.
19. Boat measurements are based on actual total length and width using the extreme distance (i.e. from tip of bow to furthest point away from tip of bow). Boat slips can accommodate boats up to 24 feet in actual total length and 8 1/2 feet wide.
20. Lessee is responsible for ensuring that Lessee's boat is securely tied when it is in the slip so that any portion of the boat does not protrude over any dock space or extend beyond the outer edge of the slip.
21. Lessee may perform ordinary light maintenance on the boat while in the slip. Any waste created from this activity must be disposed of properly within state and federal laws.
22. If Lessee cancels this lease agreement, Lessee will be charged according to the following fee schedule. Charges are based on the total fee due under this agreement.
- | | <i>Fee ducted from refund</i> |
|----------------------------|-------------------------------|
| a. Cancel before January 1 | 10% of amount paid |
| b. January 1 – February 28 | 20% of amount paid |
| c. March 1 – May 1 | 35% of amount paid |
| d. May 2 – June 1 | 50% of amount paid |
| e. June 2 or later | No refund of rental fee |
23. Lessor has the right to remove watercraft and equipment remaining in the area after October 1 and to charge the Lessee for all associated costs.
24. Lessee agrees that any infraction of the terms and conditions and addendums of this agreement or as posted in the facilities constitutes grounds, at the option of the Lessor, to cancel this Agreement. Lessee agrees to remove the boat from the premises within seven days after written notice. Lessee will remain obligated for all sums under this Agreement, and no refund will be given. If Lessee's boat is not removed within seven days, Lessor will remove the boat at Lessee's expense.
25. Lessee agrees that all fees, charges, and other amounts owed to Lessor under this agreement will be paid by the due date, or within seven days after written notice of the amount due, whichever is earlier. If Lessee fails to pay any amount due after written notice, Lessor may reassign boat slip.
26. Lessee has the right to annually enter into a new lease agreement with the Lessor for a maximum of **8 boating seasons** from initial lease origination date provided that all of the terms and conditions of this lease agreement have been met annually.
27. Deposit for the next season is a minimum of \$300.00 payment received with a signed lease on or before Dec 31 annually. Final payment is due on or before May 1 annually.
28. **Un-leased slips at each dock location will be leased on a first come first served basis. Open Slips will be rented for the full lease price through June 30.** Beginning on July 1, the lease fee will be determined based on the following daily rate multiplied by the number of days remaining in the season beginning on the date the lease is signed (initial lease year only). The daily rate is based on a 150 day season. (Lease Rate Daily Fee: Akin Riverside Park \$12.00/day, Riverfront Park \$5.50/day, Rum River North \$6.50/day).
29. Terms and conditions of the lease, including fees, are subject to change from one boating season to another.