

Dock Contract Terms of Agreement

1. THIS AGREEMENT, SIGNED BY OWNER AND ACCOMPANIED BY PROPER DEPOSIT, MUST BE RETURNED TO THE MARINA BY NOVEMBER 1, OTHERWISE THE DOCK WILL BE MADE AVAILABLE TO OTHERS FOR RENTAL.
2. Cancellation fees are based upon total contract amount and not the deposit: Cancellation fee is:15% prior to January 1: 30% prior to March 1; 50% prior to April 1; 100% after April 1 – **No refunds after April 1.**
3. **SUMMER DOCKAGE SEASON:** May 1 through October 1. The season may be extended with the approval of the Marina Manager. Dutch Harbor Inc. will not be liable for any damage to Owner's property caused by freeze.
4. Dry dockers must be in by 7:30pm. If you choose to stay out past 7:30pm you may tie-up to the courtesy dock and we will load your boat out the next day for a \$30.00 fee.
5. Short-term dockage must be paid in advance.
6. No boat shall be allowed to occupy a slip until the dock fee is paid in full. If dock fee is not paid in full by April 1, DHI reserves the right to re-rent the slip.
7. Every boat in a dock slip shall be fastened properly and securely and in such a manner as to avoid collision with any adjacent boat or other property. Tie-up diagrams can be picked up in the store or printed on-line.
8. Boat owner (Owner) shall furnish Marina a set of keys for the boat. Marina shall have the right to move the boat to any location within the Marina. Locations will be at the discretion of the Marina.
9. To provide for guest dockage, Owner shall notify the Marina when the boat will be absent from the dock overnight or longer.
10. **NO refueling** of boats from portable containers in the Marina. This act is unlawful per the EPA and Dockage will be terminated for violators.
11. Dutch Harbor Inc. (DHI), its employees and agents, shall not be responsible for or have any liability whatsoever for any loss, damage or injury (including loss of life) to person or property (1) occurring on the Marina property or its storage space: (2) associated with the Owner's boat, motor, 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 Dutch Harbor, Inc.
12. **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 the Owner and its guests located at the Marina, and for any personal injury and property damage to any person on the vessel of Owner. It is agreed that Dutch Harbor Inc. shall not be liable to the Owner or anyone else for such loss or damage to the vessel or other property, and Owner shall cover said risk by insurance without any right of subrogation against Dutch Harbor Inc.
13. No person other than Owner, shall work on the property of Owner at the Marina season without the prior approval of the Marina and such work shall be done during regular Marina hours and at the full responsibility and liability of Owner. Owner shall indemnify and hold Marina harmless for any, and all actions of Owner his agents for damages caused to Marina property or other persons or property by Owner or his agent. Outside service providers must provide proof of insurance and current BWC certificate prior to beginning service.
14. Dockage is not transferable unless prior approval is granted by the Marina.
15. Owner shall not advertise any boat for sale on, or as being located at, the Marina. 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.**
16. 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 and removal from marina.
17. DHI IS NOT RESPONSIBLE FOR UNDERWATER DAMAGE WHEN HANDLING BOAT IN AND OUT OF WATER: TRIM TABS MUST BE UP, ENGINE I/O DOWN, ETC.
18. Upon breach of contract, Dutch Harbor Inc. may cancel or terminate your contract immediately without any refund.
19. NO TRAILERS WILL BE STORED ON PREMISES OF DHI except those for which a summer storage agreement has been entered into with management. All trailers will be hauled away at owner's expense.
20. All heaters, air conditioners, or fans must be turned off when Owner is not in boat or on Marina grounds.
21. No jet skis, rafts, or other small watercraft are to be tied off boats or boat slips storage without authorization of management.
22. Pets must be kept on leashes at all times. Owners must clean up after their pet and wrap and seal all stools before disposal into the dumpster.
23. Sometimes photographs, video footage or other images of the Marina in general, customers and their invitees are taken during activities or for promotional purposes. The images may then be presented in various manners including advertisement, brochures, and internet. By signing this agreement, you consent, on behalf of yourself and your invitees, to use by the Marina of any image taken for these purposes.
24. Owners shall maintain boat, dock, & dock area in a safe, attractive & sanitary condition & shall comply with requests of Marina as to conditions & appearance. Keep dock clear of all obstructions such as anchors, lines so as avoid tripping hazards.
25. All boats entering, leaving, or passing a docking area or marina shall be operated at such speeds as to not create a wake.
26. All trash must be placed in trash cans or dumpster. Check in office for disposal of waste oil or old batteries.
27. Owner is responsible for the actions of his guests.
28. No sleeping tents may be set up on Marina grounds.
29. At the end of the season or upon termination of this agreement for any reason, Owner shall remove boat from the Marina at his expense unless other arrangements are made with the Marina Service Department.
30. DHI shall have the right to terminate this contract and seize, remove, haul, store and winterize any boat of an Owner with a delinquent account, thirty (30) days or more past due, at Owner's expense, including reasonable attorney fees.