

Kinkaid Reed's Creek Conservancy District
Kinkaid Village Marina
2063 Marina Road, Murphysboro, IL. 62966
Phone: 618-687-4914

Annual Boat Slip Lease Agreement

Name(s): _____ Slip #: _____ Lease Year: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Phone #1: _____ Contact Phone #2: _____
Email Address: _____
Make of Boat: _____ Boat Reg. No.: _____
Insurance Provider: _____ Policy #: _____

By their signatures below, Kinkaid Reed's Creek Conservancy District (Lessor) and boater (lessee) show agreement to the terms of the boat slip lease conditions (below). Boater shall pay lessor an annual lease fee of \$ _____ and an electric hook-up deposit (if applicable) of \$250.00 for the electric meter only. Monthly electrical use fees will be billed by the lessor on or around the first (1st) of every month payable within thirty (30) days.

Payment Information:

Amount: _____ Cash: _____ Check: _____ Credit Card: _____
Credit Card Info:
Card Number: _____ Exp.: _____ Security Code: _____
Date: _____
Signature #1: _____ Signature #2: _____

This completed annual lease agreement must be submitted with full payment, proof of insurance, and proof of current registration by February 15, 2023, in order to secure the slip lease for the stated year above.

General Provisions:

1. Maximum size of boat shall not exceed 65 foot by 16 foot. All boats must display current registration at all times and provide proof to the lessor. All Boats must be insured with a minimum \$300,000 liability and have Kinkaid Reed's Creek Conservancy District as an additional insured on the policy and provide proof to the lessor.
2. Renewal of lease agreement: To renew an annual lease agreement, the annual fee must be paid in full by **February 15, 2023, and** provide all required documentation. Any boat occupying a boat slip without timely paying the lease fee shall be subject to the removal of the vessel and all personal property from the slip. Nothing in these rules shall be construed to grant any boater a right to renew a lease for a particular slip. The District has full discretion whether or not to renew an annual lease agreement with boater.
3. Lessee REQUESTS the Kinkaid Village Marina to rent space for the above-described boat at the Kinkaid Village Marina. Lessee agrees to pay as rental for the dock/slip the sum indicated which shall permit the lessee the exclusive right to occupy the dock/slip for one rental season. Rental seasons for the purpose of this agreement shall begin March 1, 2023, and end February 28th, 2024.
4. LIEN ON BOATER'S PROPERTY: By entering into a boat slip rental agreement, boater agrees that the lessor shall have a lien on boater's property. Pursuant to this lien, if boater fails to pay any outstanding charges, lessor may remove boater's property and offer it to the public for sale.
5. IF THE LESSEE VOLUNTARILY VACATES the slip prior to the expiration of the contract, he/she must remove the boat from the dock/slip. Lessor will not refund the unused portion of the rental fees but will refund electric deposit (if applicable) after unpaid electric bills and other costs are deducted.
6. LESSOR'S RIGHT OF REFUSAL: Lessor has the right to refuse the leasing of any dock/slip to any person, subject to federal and state requirements. Lessor shall not discriminate on the basis of creed, gender, race or religion.
7. VIOLATION OF THESE RULES: Boaters and guests shall follow these rules. Unless stated otherwise, one violation of the stated rules may result in termination of the rental contract. With cancellation of the rental contracts there will be no refund of leasing fee or the electricity hook-up deposit. Lessor will note in writing any violation and provide notice to boater violating the rule. Boater shall be responsible for his or her guests and their following of all rules. The boater shall be responsible for reasonable attorney fees and court costs incurred by the lessor.

BOAT DOCK RULES

1. BOAT CONDITION must be such that boat can be driven to the pump out, boat ramp and fuel dock as needed. **Kinkaid Reed's Creek Conservancy District reserves the right to perform boat sewer inspections at any time per Ordinance 00-104 and 04-119. Any boat that is in violation of these ordinances will be removed from the waters of Kinkaid Lake and owner shall be liable for any costs incurred for the removal**

and/or storage of the vessel. Boats leaking contaminates into marina waters shall be removed immediately and the lessee shall be responsible for labor and expenses incurred for removal. Lessor shall be entitled to refuse the leasing of boat slip for any boat that lessor deems unsafe and causing a risk of damage to docks or other boats. Lessor may implement and enforce reasonable safety and appearance standards to assure all boats and equipment are safe and not unsightly. Boats must be securely fastened to the dock with a minimum of 5-foot mooring line in good condition. Lessor may relocate or remove any boat that is improperly secured.

2. **WASTE WATER PROHIBITED:** Kinkaid Village Marina reserves the right to inspect all boats for toilets that must conform to state, county and local ordinances. Boats not in compliance must be removed until brought into compliance. If boater runs waste water into the lake, lessor may require the boater to vacate the boat slip within 24 hours of receipt of written notice to vacate. If the boat slip is not vacated as required, Kinkaid Village Marina may remove the boat and charge lessee all expenses incurred.
3. Any boater leaving the boat slip may sell equipment to the next lessee or interested persons. A boater vacating the boat slip shall not transfer the slip to another boater.
4. **REMOVAL OF PROPERTY AFTER END OF CONTRACT:** If boater does not intend to renew the boat slip agreement, boater must remove his or her property from the boat slip and storage facility within five days after the termination date of the contract. If boater fails to remove his/her property within those five days, lessor may remove and store the property, charging a \$50 daily storage fee. If boater does not collect the property and pay the accrued storage fees and cost of removal within 30 days of the removal, lessor may sell the property.
5. **UTILITY CHARGES:** Boaters on A, B and H docks will be billed for monthly electricity charges and trash fees. Lessor may disconnect the electricity meter if any boater fails to pay their electric bill within 30 days of the billing date. To have electricity reconnected, the boater must pay the unpaid electricity charges and a **\$50.00 Reconnection Fee**.
6. **ELECTRICITY REQUIREMENTS:** Boater shall not use any electrical equipment requiring more than a twin 30-amp service. For the purpose of verifying this requirement, boater shall allow lessor to inspect his or her boat at any reasonable time.
7. Lessee shall not allow electrical or water lines to contact water of the lake. Lessee shall NOT attempt repairs or alterations to the electrical supply.
8. **DESTRUCTION OF PROPERTY:** Neither boater or boater's guests shall damage or destroy property of any Kinkaid Village Marina facilities or any other person occupying or using lessor's facilities. If boater violates this rule, lessor may evict the boater from the facility. Upon eviction, lessor may retain boater's annual fee and electricity hook-up deposit. Boater shall be responsible for damages cause by boater or guests.

9. ACCUMULATION OF FISH OFFAL: Boater shall not accumulate or store fish offal on lessor's property. Boater must place fish offal in a watertight container before disposing of it. Under no circumstances may a boater dispose of fish offal in the lake or within the lessor's lagoon or sewage systems.
10. NO OPEN FIRES OR FLAMES are allowed on the docks at any time.
11. NO FUELING is allowed at the docks due to insurance restrictions. Fueling is allowed at the gas dock only.
12. EXCESS USE OF LESSOR'S WATER PROHIBITED: Boater shall not use lessor's water to wash boat, equipment or other items.
13. SHOWER HOUSE Lessor will post opening and closing hours for the shower house facilities. This facility may be closed at night.
14. MOPEDS, 3 OR 4 WHEELERS: Shall not be brought to Kinkaid Village Marina property. Any motorized vehicles including golf carts must be operated by a licensed operator. All vehicles must stay on the roads at all times. The marina loop is restricted to loading and unloading only. Vehicles may be towed at owner's expense. Boater will be charged for damages done by any vehicles of the boater or of guest.
15. MOTORCYCLES are allowed in the marina area provided they are properly licensed, operated by a licensed driver and operated only on the roads.
16. QUIET HOURS are from 11:00 PM until 7:00 AM daily and on weekends.
17. BOAT SERVICE AND REPAIR is restricted to the boat owner and boat mechanics. Any mechanic who performs repairs or maintenance on boats must provide proof of liability insurance to the District before performing any work. It is the obligation of lessee to ensure that any mechanic has insurance and provides a certificate of liability insurance to District. Absolutely no paint or finish removal may be done on the property of Kinkaid Reed's Creek Conservancy District.
18. REQUESTS NOT COVERED BY RULES: If boater has a request not covered by these rules, he or she may make request in writing to the lessor for review and response.
19. Lessee may be evicted for Lessee or guests repeatedly causing disturbances on the docks.
20. LESSEE AGREES to hold Kinkaid Village Marina harmless from any claims or liabilities arising out of any occurrence as a result of this agreement. Kinkaid Village Marina is not responsible for loss or damage to boat, contents or equipment. Kinkaid Village Marina is not liable for losses due to electric failure.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS CONTAINED IN THIS ANNUAL LEASE AGREEMENT AND AGREE TO ABIDE BY THESE RULES AND REGULATIONS AS STATED.

Lessee Printed Name/Names: _____

Lessee Signature/Signatures: _____

Date Signed: _____

Lessor Printed Name: _____ Title: _____

Lessor Signature: _____

Date Signed: _____

SAMPLE