



20 W. Jerry Lane Worley, Idaho 83876 208-686-1151

Summer and Winter Rules and Regulations/Lease Agreement

1. Wherever the word "Owner" appears, it shall refer to the person responsible for the boat referred to in this contract. Wherever the word "Marina" appears it shall refer to Conkling Marina & Resort.
2. The Owner of their vessel is responsible for making themselves familiar with and abiding by all Federal, State and Tribal laws in addition to Marina rules and regulations, emergency and environmental procedures. **Check with Marina c-store for mandatory items needed on boats.**
3. All vessels in the Marina are to be clearly marked with a current registration ID number as required by law. Additionally, all vessels must have a current Marina sticker, showing full payment.
4. The Owner understands and agrees that the Marina carries no insurance coverage for risk of loss to said vessel or equipment, nor any insurance for the benefit of Owner, whatsoever.
5. Owners of all vessels in the Marina are required to have general liability insurance coverage for not less the \$500,000 per occurrence and provide Marina with current documentation from their insurance company.
6. Owners must safeguard their vessels in the event of threatening weather and if "in water" winter storage. Owner is responsible for snow removal. The Owner agrees that the Marina will not be responsible for the loss of damage to vessel, losses or injuries to any person by reason of weather, accident or act of God.
7. All vessels must be able to move under their own power. The Marina reserves the right to move or reposition any vessel in the facility.
8. All persons using the facility do so at their own risk and agree to indemnify and hold harmless the Marina, employees, or contractors and agents from loss, damage or injury resulting from the acts or omissions of the Marina or its agents.
9. Owner is prohibited from possessing storing, and/or disposing of hazardous materials such as used oil, gasoline, and etc. while in the Marina. Owner is further prohibited from using detergents, soaps and emulsifiers on spills while at the Marina and must have a bilge pad installed to absorb hydrocarbons.
10. Trailers left at the Marina for 48 hours or more are subject to a storage fee. The Marina reserves the right to tow a trailer or vehicle improperly parked or stored on Marina property.
11. The use of dock space surrounding your boat is limited to a dock box. Personal items are to be stored or contained within approved dock box or kept on vessel. Do not leave lawn chairs out.
12. No subleasing allowed.
13. A \$400.00 non-refundable deposit is due by October 15th to hold the slip/RV for the following season. Full payment of slip/RV space is required by March 1st. Slip customers can receive a 5% discount if paid by cash or check by October 15th.
14. All slips with electricity are allowed only one (1) shore power cord. Any appliances in excess of normal boat needs will be assessed an addition fee. Any extra usage is to be approved by management. No icemakers allowed on docks.
15. All slip rental fees are for one vessel only. If it floats and is in the Marina for more than 24 hours, there is a charge.
16. No year round live aboard allowed. Any seasonal live aboard must report to management.
17. Conkling Marina is a dog friendly facility. Dogs must be on a leash at all times and waste must be disposed of properly. No dogs are allowed on the beach. If we get complaints of your dog barking, we will ask you to make other arrangements.
18. Tent sites are in designated areas only. Tent sites can be reserved. Tent site fees are to be paid in advance. No charcoal briquettes or fireworks are allowed on Marina property.
19. RV sites, cabin, cottage and tent sites are subject to the same rules and regulations.
20. The Owner and guests must abide by all Marina/Dock rules. Noise shall be kept to a minimum at all times. Quiet hours are from 10PM to 7AM. After 10PM NO MUSIC ALLOWED ON DOCKS. Conversations must never be loud enough

to disturb people who are trying to sleep: no yelling-say what you must to the person next to you, so they can hear...but not loud enough for the boat next to you to hear. AT 11PM button it up---all rope lights off and time to get on your boat and take the conversations inside- and the activity should not disturb the neighbors by creating noise that extends outside the boat. Owners are responsible to use discretion when operating engines, generators, stereos, musical instruments, TV's. so as to not create nuisance or disturbance. There shall be no lewd behavior, lewd language, fighting, destruction or theft of Marina Property or misconduct of any kind. A verbal warning will be given if anyone is in violation or a source of a complaint. If offender continues he/she will be given written notice. Third offence he/she will be expelled from Marina property and must remove his/her property and/or vessel and will forego any claim to any refund of monies due to them and relieve the Marina of any and all legal action and will be considered a trespasser.

21. Please take your guests out on your boats, beach or restaurant due to limited space on docks, keep walk ways clear at all times (no chairs or carpet).
22. In the event that the Owner fails to vacate the berth in the event of a breach of contract or non-performance of any of the other conditions herein, or if the agreement is cancelled, the Marina shall have the right to seize the vessel, remove it from the berth. Even though the Marina is not a bailee of the vessel and therefore not responsible for the care, custody or control of the vessel or equipment, the Marina may exercise a lien and sell the vessel. In addition the Marina reserves the right to collect reasonable attorney fees and costs related to collection on monies owed.
23. I understand that I automatically agree to the terms and conditions of Conkling Marina by mooring or storing my vessel on the Marina Property.
24. **There are no dock alterations or adjustments allowed of kind.** If done without management approval you will be in strict violation.
25. We reserve the right to refuse service to anyone.

KEEP THIS COPY FOR YOUR RECORDS