



### 2021 Charter Agreement

This Agreement is entered into by and between Sailboats, Inc. ("Marina") and the Owner(s) identified below and on the signature line of this Agreement.

Owner(s): \_\_\_\_\_ Partner(s): \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Vessel Name: \_\_\_\_\_ Key or Combo: \_\_\_\_\_  
 Powerboat  Or Sailboat  Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Vessel Hull #: \_\_\_\_\_ Registration Or USCG Doc #: \_\_\_\_\_ Trailer Make & License #: \_\_\_\_\_

#### RECITALS

- A. Owner has entered into a lease with Marina providing for the Owner's lease of a slip located at Knife River Marina in Knife River, Minnesota ("the Lease") for the vessel identified above ("the Vessel").
- B. The Lease prohibits the Owner's charter of the Vessel except with the written consent of Marina.
- C. By execution of this Agreement, Marina desires to consent to the Owner's periodic charter of the Vessel, subject to the terms and conditions set forth herein.

#### AGREEMENT

1. Consent to Charter of the Vessel. Subject to the terms of this Agreement, Owner may charter the Vessel from time to time. For purposes of this Agreement, the term "charter" shall include any contract, agreement or arrangement pursuant to which the use and/or occupancy of the Vessel is offered to any third-party for any compensation, fee or consideration, including, both skippered and non-skippered charters.
2. Insurance. Owner shall maintain a public liability insurance policy insuring against liability for all claims arising out of the Owner's charter activity at the Marina premises with coverage limits of at least \$2,000,000.00, naming Sailboats, Inc. as an additional insured, and requiring no less than 30-days prior notice to Sailboats, Inc. prior to cancellation. Owner shall provide Marina with evidence of such insurance prior to undertaking any charter activity on the Marina premises.
3. Indemnity. Owner agrees to indemnify and hold Marina harmless from and all claims arising out of Owner's charter activity at the Marina premises.
4. Other Owner Responsibilities. Owner agrees to assume full responsibility for ensuring that all persons chartering the Vessel are properly trained or otherwise experienced in the safe operation of the Vessel and in docking at the Marina premises. The Marina shall have no obligation (a) to verify that such persons are properly trained or experienced, (b) to provide or supervise the access of such persons to the Vessel, or (c) to take instructions from any such persons in connection with any repair or maintenance of the Vessel.
5. Termination. This Agreement may be terminated by Marina upon written notice to the Owner sent to the Owner's address set for above by Regular U.S. Mail, postage prepaid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
Sailboats, Inc., d.b.a. Knife River Marina



## **Rules And Policies Covering Use Of Knife River Marina**

- The word "Marina" is used here to indicate any person authorized to represent the operators of the Knife River Marina.
- The word "Tenant(s)" is used here to indicate the owner (or owner's authorized representative) of any boat moored in the Marina.
- To be admitted and to continue as a Tenant of the Marina, a boat must be registered, identified, marked, equipped and maintained as required by law and safe practice.
- The Tenants agree to have their boats insured by complete marine coverage including liability. Tenants will be held responsible for all damage they or their boats may cause to other boats in the Marina, or to the structures or facilities thereof.
- Alterations or additions to docks, slips, or other facilities may only be done by the Marina. Dock storage box design, dimensions and construction must be approved by the Marina prior to installation.
- The extent of boat repairs and maintenance permitted at dockside is at the discretion of the Marina. Generally, major repairs are not allowed. No outside contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without the approval of the Marina.
- Swimming, diving or fishing is not permitted in the Marina.
- Fish cleaning is only permitted at the fish cleaning station located at the public ramp. Disposal of fish entrails into the water or into all Marina refuse containers and dumpsters is prohibited.
- Advertising or soliciting shall not be permitted in any part of the Marina.
- Courtesy carts are to be promptly returned to the head of the dock after use.
- Proper disposal of trash, waste and recyclables shall be done in accordance with all laws and ordinances. Use of trash and recycling containers provided by the Marina is required.
- Movement of boats within the Marina must be on a "no wake" basis.
- Fires are not permitted anywhere within the Marina.
- Parking of vehicles and or trailers is at the risk of the owner. Neither the Marina nor the State Of Minnesota shall be liable for damage, misuse, theft, or any other loss sustained by the owner while parked on Marina property.
- Pets are permitted as long as they do not disturb others. They must be leashed at all times. Pets needing to relieve themselves should be walked in the designated dog walking area by the cradle lot. Pet waste must be cleaned up immediately.
- Tenants shall conduct themselves so as not to annoy, bother, or interfere unreasonably with the rights and privileges of the other Tenants. Tenants are responsible for the conduct of their guests.
- Tenants may not sublet slips nor do they have the right to allow the slip assigned in the contract to be used by any other than Tenant.
- In the event of storm or other adverse weather conditions, the Marina may allow any boat seeking a harbor of refuge to use the leased slip if the slip is not actually occupied by a boat at the time.
- Marina reserves the right to use slip when unoccupied by Tenants.
- While at Knife River Marina, all vessels must be maintained in a neat, attractive and seaworthy condition, capable of operating under their own power.
- While at Knife River Marina, Tenants, their agents, or their guests, agree to abide by all boating regulations of the United States, State of Minnesota, and City of Knife River, Minnesota, and such rules and regulations of the Knife River Marina as may be established hereafter.
- FOR SALE (or equivalent) signs are not permitted to be displayed on any boat except as provided by the Marina.
- Chartering, or rental, of boats is expressly prohibited except with the written consent of the Marina.
- Partnership: Each partner must fill out an agreement.
- Fueling of boats other than as provided by the Marina is prohibited. Storage of fuel on the docks is prohibited.
- Knife River Marina reserves the right to affix an identification sticker on boats owned by Marina Tenants.
- As of June 10th, boats in dry storage that have not secured dockage at Knife River Marina for the current season will be assessed additional storage charges.
- Winter storage includes: cradle or trailer storage during boating season. Trailers for boats not being winter stored may be stored with us during the boating season for a storage fee.
- Discharge of toilet waste into Marina waters is prohibited. Emptying of portable toilets in restrooms is prohibited; they should only be emptied at the dump station, which is located outside near the service building.
- Proper use, cleanup and disposal of all boat maintenance products and waste are required. Disposal or discharge of such products onto the land or into the waters of the Marina is prohibited.
- All rigging and halyards shall be secured so as not to disturb other tenants. Marina reserves the right to secure such rigging as necessary and to bill Tenants accordingly.