

**OJIKETA REGIONAL PARK MARINA
BOAT SLIP RENTAL AGREEMENT**

THIS BOAT SLIP RENTAL AGREEMENT ("Agreement") is entered into this _____ day of 2024.
by the CITY OF CHISAGO, a Minnesota municipal corporation ("City") as the owner of the Ojiketa Regional Park Marina consisting of boat docking facilities and parking areas (collectively the "Marina Area") including boat slip number _____ (the "Boat Slip") located in the Marina Area and _____ ("Renter") as the owner of a _____ (year), _____ (ft) _____ (Make) boat ("Boat").

AGREEMENT

1. Limited Use. This Agreement only allows the Renter to dock the Boat at the Slip and to use the Marina Area reasonably necessary for such use. The Boat Slip and the Marina Area are used only by the Renter and the Renter's guests and at the sole risk of Renter. Renter hereby assumes any and all such risk. The City assumes no responsibility for, and shall not be liable for the care, protection, and/or security of the Boat, its contents or the Renter or Renter's guests.

- 2- Term. This Agreement shall be in effect for the 2024 (year) boating season ("Season") (Mid-May to Mid-October weather permitting), unless sooner terminated because of any of the following conditions:
 - a. Destruction of the Marina Area Slip by fire, storm, or other calamity so as to make the use thereof substantially impaired;
 - b. Renter selling or otherwise transferring the Boat to a third party;
 - c. Breach or default by Renter including as provided in paragraph 3 below; or
 - d. Failure of Renter to pay the Rent on or before May 10 of the Season.

3. Rent. Renter agrees to pay \$1300.00 plus \$95.88 (tax) as rent for the Season with such amount to be paid in full prior to the Renter's use of the Marina Area or Boat Slip and in any event, if such Rent is not paid in full by May 10, Renter shall be deemed to have abandoned this Agreement, this Agreement may be terminated by the City without further notice and the City may take any action it deems appropriate including renting the Slip to another renter. MN State sales tax of 7.375% must be charged on this rental fee.

4. Breach. Renter agrees to comply with all posted rules and regulations ("Rules") provided by the City from time to time, as fully as though they were set forth herein. Any violation of this Agreement or the Rules which is not corrected within ten (10) days of written notice from the City shall be a default under this Agreement in which event, this Agreement shall terminate, and the City may remove the Boat from the Slip if necessary at the Renter's risk and expense and retake possession of the Slip.

5. Renter's Responsibilities. Renter shall be responsible for:
 - a. making suitable arrangements for safe, sheltered anchorage of the Boat during storms, high winds, high or low water, ice or snow conditions and other weather conditions, and Renter warrants that such arrangements have been or will be made. Renter may not assume that the Marina Area or Slip will be a safe, sheltered anchorage at any time and the City is not required to do any act to save or preserve the Boat or the Renter's property.

- b. if the Boat sinks while in the Slip or otherwise in the Marina Area, Renter shall raise the Boat at Renter's sole cost and expense. If action to raise the Boat is not begun within 24 hours after Renter receives notice of the sinking, the City may take action to raise the Boat at Renter's expense which expense shall be deemed additional Rent hereunder. Undertaking to move the Boat shall not be deemed an assumption of responsibility for the safety, security and care of the Boat by City. City shall have a federal maritime lien for salvage against the Boat for any and all salvage actions and costs undertaken by the City. The City shall also have the contractual right to enforce its salvage costs and the amount of its salvage lien against the Boat Owner and/or Boat Owner's Agent personally.

6. Release of Liability and Assumption Of Risk. RENTER, FOR HIMSELF/HERSELF AND ON BEHALF OF HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, GUESTS, INVITEES AND NEXT OF KIN, HEREBY RELEASES, INDEMNIFIES AND AGREES TO HOLD HARMLESS OJIKETA REGIONAL PARK, THE CITY OF CHISAGO CITY, **THE** MINNESOTA DEPARTMENT OF NATURAL RESOURCES, AND THE STATE OF MINNESOTA AND THE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS OF EACH FROM AND WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH TO OR LOSS OR DAMAGE TO PERSONAL PROPERTY OF ANY OF SUCH PARTIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE; EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT. THIS RELEASE OF LIABILITY COVERS ALL ACTIVITIES SURROUNDING MY USE OF THE BOAT SLIP AT THE CITY OF CHISAGO CITY'S OJIKETA REGIONAL PARK AND DAMAGE.

7. Insurance. Renter agrees to maintain insurance coverage in the amounts and for the coverages set forth in the Rules adopted by the City from time to time.

8. Miscellaneous.

- a. Waiver. The City's waiver of any of the conditions in or a default under this Agreement shall not constitute a waiver of any future condition or default.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- c. Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement of the parties hereto regarding the subject matter hereof. This Agreement is binding on and, subject to paragraph 2(b) shall inure to the benefit of the parties hereto and the heirs, personal representatives, successors and assigns of each.

[The remainder of this page has been left blank intentionally]

I HAVE READ THE APPLICATION FOR SEASONAL SUP, THE FOREGOING AGREEMENT INCLUDING THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND THE CURRENT RULES AND REGULATIONS. I FULLY UNDERSTAND WHAT I HAVE READ. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE SEASONAL BOAT SLIP RENTAL IS VOLUNTARY WITHOUT ANY INDUCEMENT BY THE CITY AND I FURTHER ACKNOWLEDGE MY CONTINUED USE OF THE SLIP AND MARINA AREA IS A PRIVILEGE AND NOT A RIGHT.

Date: _____ Signature: _____

Renter

ACCEPTED

The City hereby accepts the Renter and enters into this Agreement effective on the date shown on page 1.

Date: _____ Signature: _____

City