



Please complete and return with payment.

OJIKETA REGIONAL PARK MARINA
C/O CHISAGO CITY HALL
PO BOX 611
10625 RAILROAD AVENUE
CHISAGO CITY MN 55013

Application for Seasonal Boat Slip
Agreement between the CITY OF CHISAGO CITY (City)
And Undersigned Boat Owner (Owner)

Official Season is Mid-May to Mid-October (Subject to Weather)
All contracts are for a Full Season with NO REFUND

IMPORTANT: (Please Type or Print All Information)

Boat Owners Name	
Mailing Address	
City, State, Zip	
Contact Number & Email address	
Boat Type: (include color/motor)	
Boat Registration#	
Boat Width & Length Make & Model	
Insurance Company	
Policy Number (copy of certificate required)	
Agents Name and Number	

1. The Boat Slip and the Marina Area are to be used at the sole risk of Boat Owner. Boat Owner 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.
2. This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
 - a. By destruction of the anchorage facilities by fire, storm, or other calamity.
 - b. In the event the Boat Owner shall make a bonafide sale of the boat listed in this agreement.
 - c. By breach of default as provided in paragraph 3 below.
3. Boat Owner agrees to comply with all posted rules and regulations given to you, as fully as though they were set forth herein, and should breach of this agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately, and the City may remove the boat from the mooring space if necessary at the Boat Owner's risk and expense and retake possession of the mooring space.
4. Waiver of any conditions by the City shall not be deemed to be a continuing waiver.
5. RESPONSIBILITIES. City expects Boat Owner to make suitable arrangements for safe, sheltered anchorage during storms, high winds, high or low water, ice or snow conditions and other bad weather, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Marina will be safe, sheltered anchorage at any time. The City is not required to do any act to save or preserve any Boat or Boat Owner's property. SALVAGE. If the Boat sinks while in the Boat Slip, Boat Owner shall raise the Boat at Boat Owner's sole cost and expense. If salvage is not begun within 24 hours after Boat Owner receives notice of the sinking, The City may take action to raise the Boat at Boat Owner's expense. 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. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS OJIKETA REGIONAL PARK, THE CITY OF CHISAGO CITY, THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, AND THE STATE OF MINNESOTA, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE; except that which is the result of gross negligence and/or wanton misconduct. I understand and agree that 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.

RULES AND REGULATIONS COVERING USE OF OJIKETA REGIONAL PARK BOAT SLIPS

- The Boat Owner must make payment in full, provide insurance documentation and completely fill out this application each season PRIOR to docking. Tenant agrees to pay all reasonable costs to collect for insufficient funds or nonpayment of slip fees, including reasonable attorney's fees.
- The Boat Owner agrees to have their boat insured with a minimum \$500,000 per occurrence of liability coverage. The Boat Owner 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 City.

- The extent of boat repairs and maintenance permitted at dockside is at the discretion of the City. Generally, major repairs are not allowed. No outside contractors or service organizations or individuals will be permitted to undertake any work on boats on the boat slips without the approval of the City.
- Swimming, diving or fishing is not permitted on the Boat Slips.
- Disposal of fish entrails is prohibited in all City refuse containers, dumpsters, and waters.
- Advertising or soliciting shall not be permitted in any part of the Ojiketa Regional Park.
- Proper disposal of trash, waste and recyclables shall be done in accordance with all laws and ordinances. Use of trash and recycling containers shall be provided by the City.
- Fires are not permitted anywhere along the shore line or within the Ojiketa Regional Park without proper permits.
- Parking of vehicles is at the risk of the owner. The City shall not be liable for damage, misuse, theft, or any other loss sustained by the owner while parked on City property.
- Pets are permitted as long as they do not disturb others. They must be leashed at all times. Pet waste must be cleaned up immediately.
- Boat Owners shall conduct themselves so as not to annoy, bother, or interfere unreasonably with the rights and privileges of the other Boat Owners. Boat Owners are responsible for the conduct of their guests.
- Boat Owners may not sublet slips nor do they have the right to allow the slip assigned in the agreement to be used by anyone other than Boat Owner.
- While at OJIKETA REGIONAL PARK, all vessels must be maintained in a neat, attractive and seaworthy condition, capable of operating under their own power.
- While at OJIKETA REGIONAL PARK, Boat Owners, their agents, or their guests, agree to abide by all boating regulations of the State of Minnesota and such rules and regulations of the City as may be established hereafter.
- FOR SALE (or equivalent) signs are not permitted to be displayed without prior approval by the City.
- No overnight lodging at the Boat Slip is allowed.
- All rigging and halyards shall be secured so as not to disturb other tenants. The City reserves the right to secure such rigging as necessary and to bill Tenants accordingly.
- Camping within the OJIKETA REGIONAL PARK is allowed in designated area with proper permits. Overnight stays on the docking system or on the boats while docked is not permitted.

I HAVE READ THIS APPLICATION FOR SEASONAL SLIP AND THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK. I FULLY UNDERSTAND WHAT I HAVE READ. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE SEASONAL BOAT SLIP RENTAL IS VOLUNTARILY WITHOUT ANY INDUCEMENT AND I FURTHER ACKNOWLEDGE PARTICIPATION IN THE PROGRAM IS A PRIVILEGE AND NOT A RIGHT.

Date _____ Signature _____

(Boat Owner)