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Please submit completed form to:

info@rivercrestmarina.us

**DOCKAGE AGREEMENT**

**PARTIES TO THIS AGREEMENT ARE the Marina and the Boat Owner (or Owner’s Agent)**

**MARINA:** Rivercrest Marina, 1211 Hatteras Way, Madison, IN 47250
 Telephone: 812.273.9080

**CHECKS MAILED TO: Rivercrest Marina, 2123 Highland Springs Place, Louisville, Kentucky 40245**

**BOAT OWNER:** Name: ****Address:  City:  State:  Zip: Telephone: (Home)  (Cell) Email: 

**BOAT:** Dockage Dates Requested: From (date)  to (date) Boat Name:  Manufacturer:  Length:  Beam:  Registration #:  Insurance Carrier:  Policy #: Phone:

Requesting  feet of dockage space. Requesting Dock   Covered Slip Requested  Uncovered Slip Requested  No Preference

**TO BE COMPLETED BY MARINA:**

**Slip # Assigned:**  **Arrival Date and Time: **Period of Stay:  Dockage Rate:  Electric Fees Credit Card on file: [ ]  Yes [ ]  No Payment plan: 

**Boat Owner is NOT entitled to refunds for shortened length of stay.**

1. This agreement is for the use of dock space by the above boat only, and such space is to be used at the sole risk of the boat owner. Dinghies must be confined within the slip perimeters and clear of the channel. The Marina shall not be liable for the care or protection of the boat or any other items in the slip such as a dinghy (including gear, equipment and contents) or for any loss or damage of whatever kind of nature to the boat, including, but not limited to, damages arising or occurring to said boat on account of tornado, storm, water damage, or any other act of God.
2. Any boat which remains at the Marina for a period in excess of sixty (60) days during which any charges for dockage, labor, services, materials, or storage which may become due under this or any other agreement remain unpaid shall be deemed

abandoned. In such event, the Marina shall have the absolute right, at the Owner’s sole expense, to remove the subject boat from the agreed upon dockage and to perform any labor thereon which may be required in order to place the abandoned boat in wet or dry storage. The Marina shall have the right to immediately proceed with whatever legal remedies may be available to recover any sums which may be owed in connection with an abandoned boat, including but not limited to, the foreclosure of its’ lien rights.

OWNER INDEMNIFIES AND HOLDS THE MARINA HARMLESS AGAINST ANY LOSS, COSTS, SUIT, OR CLAIM ARISING OUT OF THE USE OF DOCKAGE SPACE OR ANY HANDLING OF THE BOAT IN CONNECTION THEREWITH WHETHER OR NOT SUCH LOSS, SUIT, OR CLAIM IS BASED UPON THE SOLE NEGLIGENCE OF THE MARINA OR OTHERWISE.

1. The Marina shall have a lien against the above described boat, her appurtenances, and contents for unpaid sums due for the use of dock facilities or other services, or for damage caused or contributed to by above described boat by Owner to any docks or property or the Marina or any other person in the Marina.
2. This agreement shall be in effect unless sooner terminated in accordance with the following conditions, to wit, by destruction of the anchorage facilities by fire, storm, or other calamity or by breach or default as provided in paragraph 5 below.
3. Owner has received and agrees to comply with all posted rules and regulations, as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this Dockage Agreement shall terminate immediately, at the sole discretion of the Marina, and the Marina may remove the boat from her dockage space at the Owner’s risk and expenses and retake possession of the dockage space.
4. Owner is responsible for all electrical usage and shall be billed bi-monthly.
5. Boats left in the Marina during winter months are the responsibility of the Owner. The Marina is not responsible for any water freeze protection.
6. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of The State of Indiana, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. The Agreement shall be interpreted in accordance with the laws of the State of Indiana and the laws of the United States. Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver.
7. The Owner shall be responsible for and shall pay any and all reasonable attorney’s fees incurred in the enforcement of this Agreement, including any fees incurred at the trial level, as well as the appellate level, together with any costs and/or other charges incurred by the Marina in the enforcement of this Agreement.
8. Further services may be provided for additional fees as authorized by Owner and Marina.
9. The dock space is rented to the Owner and is transferable in case Owner’s boat is sold. Owner agrees not to switch dock space with any other boat without first receiving authorization from the Marina.
10. The Marina will not assume any responsibility for any injuries to Owner, members of Owner’s family, or Owner’s guests while on the Marina premises or within the boundaries of the Marina property.
11. Owner shall keep the space allotted to him in a neat and orderly condition and free from anything which is a fire hazard. Owner will not place or store gasoline in the boat or docking space above designated except that contained in the tank of the boat and that he will not deliver or permit others to deliver gasoline or other fuel into the tank of the boat from tank trucks directly or by any other method while said boat is in the docking space. Owner will at all times comply with all local, county, and state laws and regulations including, but not limited to, police, fire, and sanitary laws and regulations.
12. The Marina will not be responsible for boats before or after they have been launched. It is entirely up to the Owner to see that his boat is not taking on water. If it becomes necessary for the Marina to put pumps aboard the boat, the Owner will be charged for all expenses.
13. All Dock Storage Boxes must be approved by the Marina.

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**MARINA OWNER or Dockmaster representing Marina Date**

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**BOAT OWNER Date**

1211 Hatteras Way, Madison, IN 47250

812.273.9080

**DOCKAGE RULES AND REGULATIONS**

To provide an inviting atmosphere for boat owners docking at Rivercrest Marina, the following rules and regulations are provided. Your cooperation in observing the following rules is required and appreciated.

1. If a Boat Owner’s home address or telephone number changes or a different boat is purchased and put in the dock, the updated information must be immediately communicated to the Dockmaster.
2. All Boat Owners must maintain liability insurance coverage on their boat.
3. When a boat enters the Marina, the boat, crew, and guests must comply with all rules and regulations.
4. Only boats in good condition and under their own power, shall be admitted to a Dock. Boat owners accept the full responsibility for the proper mooring of their boat. In the event of an emergency during the Boat Owner’s absence, (i.e., breakdown of bilge pump, leak, bad lines, etc.), the Dockmaster will attempt to contact owner at phone number on file, but may need to make necessary repairs which will be performed as economically as possible. Said repairs will be charged to owner.
5. Pets shall be under control at all times. Pets are to be toileted on grass areas only and Owners must pick up pet waste. Pets will be permitted only if they do not disturb other guests.
6. Boats leaving for an extended cruise will notify the Dockmaster’s office. The management reserves the right to rent all slips when vacant.
7. The Rules of the Road and Navigation Laws of the United States apply to all vessels in or approaching the Marina. No wake is permitted by any boat within the marina.
8. All owners, crew, and guests must comply with local, county, and State laws and regulations including but not limited to police, fire, and sanitary regulations.
9. All boats staying in the Marina must have holding tanks and under no circumstances may boats discharge waste directly overboard. Boaters are entitled to use the shore side heads.
10. Refuse shall not be thrown overboard. Garbage shall be deposited in the large dumpsters supplied for that purpose. \*\*\*No person shall discharge oil, spirits, flammable liquid, or oily bilges into Marina waters. Improper disposal of hazardous materials is a Federal E.P.A. violation and persons violating these regulations will be reported. \*\*\*All debris must be disposed of by Owner. If the Marina has to remove the Owner’s debris, it will be at current rates.
11. Noise shall be kept to a minimum after 11:00pm. Boat owners, crew and guests shall use discretion in operating engines, generators, radios, and television sets, so as not to create a nuisance or disturbance. Owners, crew, and guests must behave in a reasonable fashion at all times. Children under 13 years of age must be supervised at all times within the marina.
12. Swimming, diving, or fishing shall not be permitted from the docks or finger piers.

**(RIVERCREST MARINA, DOCKAGE RULES AND REGULATIONS CONTINUED)**

1. Boat yard type work such as painting, scraping, machine sanding, etc., shall not be permitted in the dock or on the finger piers. Work by outside labor or owners cannot cause dirt, noise, nuisance, or hazard. Each owner is fully responsible for any claims, damages, losses, or expenses arising from employment of outside labor.
2. No open fires are permitted on docks or finger piers, including the use of charcoal.
3. The head pier must be kept clear at all times.
4. Supplies, propane tanks, dinghies, materials, accessories, or any other items cannot be stored on the finger piers or docks.
5. Gasoline or diesel cannot be stored in boats or docking spaces except that contained in the tank of the boat. Gasoline or diesel cannot be delivered from tank trucks or by any other method while boats are in docking spaces.
6. Dock boxes, lockers, chests, cabinets, or similar items may not be constructed or installed except with written approval of the Dockmaster.
7. Subleasing of slips, transfer of boats between slips, shall not be allowed, except upon prior approval of the Dockmaster. In case of emergency, the Marina may move the boat from an assigned space to any other mooring place.
8. Dock day starts at 6 a.m. Any boat docked prior to 6 a.m. will be charged for the previous night. Check out time shall be 11 a.m. Any boat that occupies a dock after 12 noon will incur added charges by the hour.
9. Guests checking out of the Marina shall report to the Marina store and settle their account prior to leaving. All personal property must be removed from the dock and cars must be removed from Marina property on termination of dockage.
10. The Marina reserves the right to limit and govern parking space at the Marina to two vehicles per slip.
11. Violation of the above rules and regulations, disorder, depredations, or indecorous conduct by a patron, or their crew or guests that might injure a person, cause damage to property or harm the reputation of the Marina shall be cause for immediate removal from the Marina of the boat in question.