

White Mountain Lakes Recreation District

Boat Slip Rental Agreement

District: White Mountain Lakes Recreation District of Navajo County, Arizona

Renter: Name(s): _____

Address: _____ City _____ State _____

Telephone #: Home: _____ Business: _____

Cell #: _____ FAX: _____

Email: _____

Property Address: _____ **Assessor's Parcel #** _____

Boat: Type: _____ Manufacturer: _____

Length: _____ Color: _____ Registration #: _____

Registered Owner(s): _____

Slip # : _____ as shown on attached Exhibit A

daily 2 days 3 days weekly Monthly Season

Rental Begins: _____ **Rental Ends:** _____

FEE: _____ Key Deposit: _____ Payable: _____

Terms & Conditions:

1. Rental may be terminated at any time if District's Agreement with Silver Creek Irrigation District to use White Mountain Lake is cancelled for any reason. If this occurs, a pro rata portion of license fee will be refunded.
2. Except as stated in #1, Rental fee is non-refundable.
3. Renter agrees to pay (\$20.00) on all returned checks, plus applicable finance charges on the total amount due.
4. Renter shall at all times be a "District Member" as defined in District's Rules & Regulations. Rental will terminate automatically if Renter ceases to be a District Member.
5. Rental is only for boat described above. No other boat may be placed in slip without District's prior written approval.
6. Storage is limited to one boat per slip and is only for above boat, to be stored only in the slip assigned.
7. Renter shall not sub-lease their assigned slip at any time.
8. Renter shall not rent, lease, solicit to sell boat or related equipment, or receive consideration for the temporary use of the boat and agrees to restrict use of the boat to himself or his guest(s).
9. Copy of boat registration and insurance certificate covering boat and contents and minimum of \$100,000. In liability coverage must be provided to the District.

10. USE OF SLIP, DOCK FACILITIES, AND LAKE, IS AT SOLE RISK OF RENTER AND RENTER'S GUESTS. RENTER EXPRESSLY ASSUMES ALL RISK OF USE. RENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND EXPENSES ARISING OUT OF USE OF SLIP, DOCK FACILITES, AND LAKE, BY RENTER OR RENTER'S GUESTS
11. If slip, dock facilities, or District's other property is damaged by Renter or Renter's guests, Renter shall be responsible for full cost of repairs within ten days (reasonable wear and tear accepted).
12. Renter is responsible for all precautions to secure boat to facilities including own tie-downs & NSD BUMPERS.
13. If District deems boat a hazard to other boats or people, District may remove boat from slip area. District will try to notify Renter in advance – but if contact cannot be made at the address or telephone numbers provided by the Renter, Renter consents to such removal.
14. All use of slip, dock facilities, and lake, by Renter and Renter's guests shall be in strict compliance with District Rules & Regulations, including without limitation the following:
 - a. There is only one boat ramp/launch area located on the west shore.
 - b. Any watercraft showing signs of oil or petroleum leakage must be removed from water within 24 hours of notification, or District may remove at Renter's expense. Repeat violation may result in boat being banned from water until proof of repair is provided to the District.
 - c. No fueling pumps are allowed on District's property
 - d. No fueling is allowed while watercraft is in the water.
 - e. Renter shall abide by the District's published "Guest" procedures. SLIP RENTAL DOES NOT CREATE ANY SPECIAL GUEST PRIVILEGES.
 - f. Renter shall abide by all laws and regulations applicable to District's premises and facilities.
 - g. Renter acknowledges the authority of and agrees to cooperate with the United States Coast Guard, AZ Dept. of Public Safety, AZ Game & Fish Dept., Navajo County Sheriff's Office, and District's Lake Patrol
15. Renter's use privileges may be immediately suspended by District upon any breach of this Rental Agreement by Renter, and Renter may be terminated by District if any breach by Renter remains uncured five days after written notice thereof is given to Renter.
16. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred by the prevailing party, including the cost of its attorneys, together with interest on all sums awarded by the Court at a rate of eighteen per cent (18%) per annum, compounded daily.
17. Upon expiration or termination of this Rental Agreement, Renter must remove boat no later than the following day. If Renter fails to do so, District may remove the boat without liability to Renter, Boat shall not be released to Renter unless and until Renter pays storage charges at District's published rate (\$20.00 daily). When unpaid storage fees reach \$500.00, the District may sell the boat at auction to pay storage fees and costs of sale, the balance of sales proceeds will be mailed to Renter at the address provided to us.

ACCEPTED AND AGREED:

Renter: _____ Renter: _____

APPROVED By: _____

WML CRID Administrator

Date