



WATERGATE MARINA
 2500 Crosby Farm Road
 St. Paul, MN 55116
 651-695-3780
 Fax: 651-695-3785

DOCKAGE/STORAGE LICENSE AGREEMENT

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1. PARTIES

This License entered into this ____ day of _____, is between Allied Management, Inc., d.b.a Watergate Marina, (hereinafter referred to as "Marina") and the Boat Owner identified below on paragraph 2, (hereinafter referred to as "Boat Owner") and consists of this license agreement and the attached Rules and Regulation of Marina.

2. BOAT OWNER IDENTIFICATION

BOAT OWNER Name (please print) _____

Co-Owner of Boat (if applicable) _____

Address _____ City _____ State _____ Zip _____

Home Phone (____) _____ Work Phone (____) _____

Cell Phone (____) _____ Fax (____) _____

**** E-Mail Address _____ (most billing is done by email) ****

3. TERM (Check One)

Summer Season ____ (May 1st thru October 31st)

Winter Season ____ (November 1st thru April 30th)

From (date) _____ 2021 to _____ 2021, subject to the terms and conditions of this license.

4. RENT

Watergate Marina agrees to Rent Slip Space, Store, Land & Launch space at the following described property: 2500 Crosby Farm Road, Saint Paul, Minnesota 55116 (hereafter "premises") on the condition that rent is paid. The total cost of Summer Season/Winter Season, Trailer Storage, Land & Launch, etc. to Boat Owner shall be \$ _____.

Payment is due at time of storage, etc. of property. Boat Owner shall also be responsible for any additional charges incurred by Boat Owner while said property is in storage, etc. Property left at the Marina past the term of this contract will be charged additional storage fees. Boat Owner further agrees that the Marina will not re-license any property without full payment of outstanding property and that pursuant to the City of St. Paul Legislative Code §14.02, property left at the Marina without a current contract on file will be considered abandoned.

5. SLIP LOCATION/STORAGE LOCATION _____

6. IDENTIFICATION OF BOAT

Boat Make _____ Year of Boat _____ Length _____ Beam _____ Boat Name _____

Engine(s) make & size _____ Hull ID. _____ Boat Registration Number _____

Boat Trailer: Yes ____ No ____, if yes, Trailer Make _____ Trailer License Number (a must) _____

Trailer Storage at Marina: Yes ____ No ____ (for seasonal fee)

7. BOAT OWNER'S PROOF OF INSURANCE & COPY OF TITLE OR DOCUMENTATION.

Boat Owner agrees to cause all of Boat Owner's and Boat Owner's guests property on the premises to be covered by sufficient all risk insurance, casualty and public liability insurance to the extent of the reasonable value thereof (**\$500,000.00 minimum**) and to cause said policies to contain a waiver of subrogation clause in favor of Marina. Boat Owner shall also name Watergate Marina as an additional insured and provide Marina with evidence of such insurance. Boat Owner understands that the Marina does not provide hazard insurance or any insurance to cover any loss, damage or theft of property stored at the Marina. Marina is not responsible for the personal injury to Boat Owner or any third party. Boat Owner agrees to hold the Marina harmless from any liability, loss or obligation on account of or arising out of any such injury or loss, however occurring.

8. PERSONAL PROPERTY RISK

All personal property placed in the premises or on any other portion of said premises shall be at the sole risk of the Boat Owner or the parties owning the same, and the Marina shall be in no event liable for the loss, destruction, theft, or damage to such property unless caused by or resulting from the negligence or theft of the Marina, its agents, servants or employees, in the operation, care or maintenance of the premises. "Property" means personal property stored at the Marina, including but not limited to boats, trailers, campers, motor homes and vehicles. Property also includes any personal property stored in or about any of the forgoing.



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9. DAMAGE TO PREMISES

Boat Owner shall not suffer or commit waste in or about the premises. The BOAT OWNER agrees that if any damage to the premises shall be caused by the acts or neglect of BOAT OWNER, his/her family, guests, employees, agents, visitors, licensees, the Marina may, at his/her option, make such repairs and charge the cost thereof to the BOAT OWNER, and the BOAT OWNER shall thereupon immediately reimburse the Marina for the total cost of the damages so caused.

10. HAZARDOUS SUBSTANCES

Boat Owner agrees to not store explosives or highly flammable material or goods, hazardous or toxic wastes, live or perishable good or illegal material in on or around the Premises.

11. LIEN

Boat Owner understands and agrees that the Marina and/or City of St. Paul shall have a lien on all stored property at the Marina not under contract or with outstanding balances and that the Boat Owner is responsible for all costs associated in satisfying such liens including but not limited to attorneys' fees.

12. FIRE AND CASUALTY

If the premises become untenable by reason of fire, explosion or other casualty, Boat Owner may at his/her option, terminate this License upon fifteen days written notice to Boat Owner or repair the premises within twenty (20) days after date of fire or casualty. If Boat Owner does not repair the premises within this time, or if the premises are wholly destroyed the Term hereby created shall cease. If Boat Owner elects to repair the premises, the rent shall be abated and prorated from the date of the fire, explosion or other casualty to the date of re-occupancy provided that during repairs Boat Owner has vacated the premises, and removed Boat Owner's possessions if required by Boat Owner. The date of re-occupancy shall be the date following the date of notice to Boat Owner that the premises are ready for occupancy.

13. ASSIGNMENT

Boat Owner shall not assign, sublet, sublicense, encumber or otherwise transfer all or any of his/her interest in this agreement. This agreement shall automatically terminate on the sale or transfer of described boat on seasonal agreement. If the boat is sold during the term of the seasonal agreement there will be a transfer fee of \$50.00 for the new boat owner to occupy the said slip/storage location. There will be NO REFUNDS. This license cannot be assigned or transferred to anyone by the Boat Owner without prior written approval from the Marina.

14. RULES AND REGULATIONS

The rules and regulations attached hereto shall be part of this license. Boat Owner also covenants and agrees to keep and observe future rules and regulations as may reasonably be required by the Marina. A copy of the Saint Paul Parks rules and regulations can be viewed at <http://www.stpaul.gov/depts/parks/administration/parkregulations/park-regulations.htm> and the Saint Paul Legislative Code can be viewed at: <http://www.stpaul.gov/web/CityCode/lc014.html>

15. VALIDITY

If any provision contained herein shall be held to be invalid, such holding shall not affect the validity of the remaining portions of this rental agreement.

16. CONSTRUCTION

This agreement has been made in and shall be construed by the laws of the state in which the demised premises are located and shall be binding upon the heirs, executors, administrators, successors and assigns of the PARTIES. This agreement supersedes all other agreements and understandings of the PARTIES relative to the subject matter and shall not be modified or amended except in writing, signed by all of the PARTIES. Unless some other meaning and intent is apparent from the context, the plural form of any word shall include the singular and vice versa, and masculine, feminine and neuter words shall be used interchangeably.

Allied Management Incorporated, d.b.a. Watergate Marina

By: Marina Manager/Authorized Agent

Signature of Boat Owner

Dated: _____

Dated: _____