

SLIP RENTALS & STORAGE RATES JAN 1, 2021– DEC 1, 2021

Slip rates listed below include access to water and electricity. Slip rates are for the period of April 1st thru October 1st. A fee of \$50.00 will be assessed monthly before or after those dates. Outside dry storage for Slip Owner’s trailers during the season (April 1st – October 1st) is available for \$75.00 and is due with your slip money. Non-slip boat owners and winter storage rates are listed below.

	Cash/Check	Credit Card	
<u>Covered Rate</u>			
20’ X 9’	\$1,350.00	\$1,375.00	(Add \$400.00 if renting a lift from marina)
24’ X 10’	\$1,650.00	\$1,675.00	
30’ X 10’	\$1,850.00	\$1,875.00	(Any slip with a 30 amp Elect breaker has electric fee included)
40’ X 14’	\$3800.00	\$3825.00	
<u>Uncovered Rate</u>			
24’ X 10’	\$1100.00	\$1100.00	
40’ – 1 Walkway	\$2,350.00	\$2,375.00	
40’ X 14	\$2,650.00	\$2,675.00	
PWC Dock	\$600.00	\$625.00	

TERMS: New slip Owner’s must pay the entire rental fee in one payment at time of contract signing. Existing customers may pay two different ways.

- 1.) One single payment by the Feb. 1, 2021
- 2.) Two equal payments, by the Feb. 1, 2021 due date (Jan. 1st and Feb. 1st)

****All contracts and entire rental fee must be received on or before February 1, 2021 regardless of payment method. If you are making multiple payments, you are responsible to have all monies in by appointed times. If contract and money is not received in full by due date, any money previously paid will be forfeited.**

NO PAYMENT WILL BE ACCEPTED AFTER THE FEB. 1st DEADLINE

Outside Dry Storage

Length up to 30’	\$180.00
Longer than 30’	\$240.00

All outside storage fees are for a six month period. All trailers/boats must be tagged with the Owner’s name. Any untagged property may be locked by Marina.

Thank you for choosing Wildcat Marina. Please remember all rental space is for a six month period. Remove all personal items and property at the end of each season. Anything left will become the property of Wildcat Marina. If any trash, debris or property is left in a slip or the outside storage area, the Owner will be charged for its removal.

JK & T Inc. doing business as Wildcat Marina, herein called “Marina” or “we”, does hereby let to the undersigned boat owner, herein called “Owner” or “you”, one space for each boat as described above and which space shall be assigned by Marina in its discretion, subject to rules and regulations as the marina may make from time to time respecting the use thereof. It is understood by Owner that any reference to a boat or vessel herein, whether singular or plural, is applicable to each and every vessel moored at the marina.

1. **Terms of This Agreement** will be for one boating season, beginning on **April 1st, 2021 and ending on October 1st, 2021**. It is mutually understood that the charges are based on a seasonal rental and that the rental fee for this space is payable in advance. If this Agreement is terminated by the marina due to Owner’s breach of the rules and regulations, whether by Owner or a guest of the Owner, Owner will not be entitled to a return of any portion of the rental fee, regardless of whether or not Marina relets Owner’s slip. This will not be deemed a penalty or forfeiture, the parties agreeing that such unreturned rent is to compensate the Marina for any administrative and other costs associated with termination of the Agreement. By this reference, the rates and terms on Marina’s 20 Rate Sheet are hereby incorporated into this Agreement and will establish the rental amount for your slip as set forth on the 2021 Rate Sheet. If Owner’s boat remains in the slip after the end of this Agreement’s term (or earlier termination of this Agreement) and Owner does not renew this Agreement in writing or enter into a new daily or monthly agreement for rental of that slip from the marina prior to the end of current rental season, Owner will be obligated to pay the Marina its daily transient rate of \$25.00 a day for such slip from the end of this Agreement (or earlier termination) until a new agreement is entered into or the boat is removed. Or, if Marina chooses, a \$50.00 monthly charge will be incurred by the Owner.
2. **Moorage Rental Rates** are based on storage for the boat or boats described above. This right to use such storage space is not transferable. The rental space is for 1 and 1 vessel only. **THE BOAT LISTED IN THIS AGREEMENT IS THE ONLY BOAT ALLOWED IN YOUR SLIP.** Owner’s sale or replacement of the boat registered on this document does not constitute grounds for termination of this Agreement. If Owner desires to transfer the slip to a new owner for any portion of the season, it must request the Marina’s consent in writing. If the Marina consents, the new boat’s owner must enter a new slip agreement with the Marina (but the original Owner will not be relieved of its obligations hereunder).
3. **Personal Injury & Property Loss.** The storage space is to be used at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury to himself and herself, family, employees, invites, guests and agents arising out of, or in connection with, the condition or use of the Owner’s boat, motor, and accessories, or the use of the Marina premises or facilities. The Owner, for himself or herself, heirs or assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident or the like causes. The Marina is not considered under this agreement as an insurer of the Owner’s property. The Owner is responsible for and shall indemnify Marina for any and all loss or damage to the slip, dock or other Marina property (or property of third parties) caused by Owner, its guests or boat, such indemnity shall include Marina’s costs and expenses (including reasonable attorney’s fees). The owner shall also be required to carry bodily injury and property damage liability insurance in an amount sufficient to cover any and all damage caused by, or in the proximity of, the Owner’s vessel.
4. **Electrical Service.** Courtesy electrical outlets are supplied periodically up and down the docks. These outlets are supplied for non-continual use, or, use when needed (examples: vacuuming, polishing, periodic battery charging and the like). Only certain slips indicated by the Marina and leased out as “electrical slips”, may keep vessels continually plugged in. These Owners’ have the fee included in slip fee. In the case an electrical disruption occurs, Owner is still responsible for the fee, and the Marina will have an electrician out as quickly as possible to remedy the problem.
5. **Additions or Alterations** of a slip or walkway are expressly prohibited unless approved in writing by the marina. In the event Marina approves an addition or alteration, said addition becomes the property of the marina upon its installation. All unauthorized additions or alterations will be removed by Marin at Owner’s expense.
 - a. Only manufactured boat fenders are approved by the marina. Homemade fenders and ties are prohibited.
 - b. All dock boxes must be approved by the Marina.
 - c. The placement of natural or artificial trees in Marina waters as fish habitat must be approved inby Marina. All habitat must be secured by easy disconnect chain.

6. **Slips Are For The Private Use of Owners.**
 - a. Subleasing of slips, transfer of boats between slips, or leasing, renting or chartering of boats, shall not be allowed except with written prior approval from the Marina.
 - b. The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to new slip.
 - c. Owner agrees that during any period the slip assigned to Owner is vacant, that the Marina may moor boats in such slip in Marina's ordinary course of business, but the slip will be returned to Owner's use upon the return of Owner's boat. Marina reserves the right to use any vacant slip on a transient basis and shall not owe Owner any rent or other sum for such use.
 - d. **Fishing is allowed ONLY by Owner and/or guests ACCOMPANIED by Owner.** Absolutely no exceptions, breaking of said rule will resort in a fine to said Owner. Fishing is allowed **Only on fingers** not on main walkway as not to block path of Marina staff and other slip owners. The Marina may allow, at its discretion, fishing out of unoccupied slips, marina slips and main dock for a fee until such time as slips are occupied and/or main dock is busy.
7. **Marina and Marina Cove Rules and Regulations.** Owner agrees to abide by the following general rules and regulations, and such rules and regulations that may hereafter be published or posted by the Marina.
 - a. Gasoline, motor boat fuel or flammable liquids may not be transferred from shore onto docks, slips or boats. Fuel or oil may not be discharged or bilged into the waters of the Marina.
 - b. While on the Marina docks or in the Marina cove area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the shore, docks, slips, spaces or walkways. **Nor will any dock, slip, walkway or shore area be used as a storage space for any gear, tubes and such other items. The marina reserves the right to remove such items at its discretion and fines may be issued to slip owner.**
 - c. Owner and their guests must remove trash, waste and debris after each day's use of the Marina. **Trash bags and bulk trash are to be deposited in the dumpster at the top of the stairs NOT in marina trash cans on main dock.** Fines will apply for non-compliance of this rule.
 - d. The owner is responsible for the conduct of any and all persons visiting, using or occupying his or her boat while such persons are within the marina area. Please advise all guests of Marina rules.
 - e. Absolutely no fireworks of any kind on Marina docks.
 - f. Noise will be kept to a minimum. Owners and their guests shall use discretion in operating engines, generators, radios, stereos and other equipment so as not to create a disturbance or nuisance. After the hour of 10:00 pm and before the hour of 8:00 am a state of general quiet shall prevail.
 - g. Pets are permitted as long as they do not disturb or threaten other tenants or customers. They must be toileted on land. Owner takes full responsibility for their pets and any mischief they may make.
 - h. **Safety & Privacy** Slip owners are responsible for their guests. Any guest present down the private docks or on the main dock during non-business hours must be accompanied by a slip owner. Giving out codes and combinations will result in a \$25.00 fee per instance and/or slip termination at the discretion of the marina.
8. **Event of Emergency.** Owner agrees that in the event of an emergency or maintenance in the area of the slip space, the Marina may move the boat from slip to another within the Marina. Owner shall provide Marina with any keys and/or combinations necessary to move said boat. Owner agrees to indemnify and hold harmless from any and all liability, loss or damage caused by movement of boat by Marina. Also, if unable to reach owner, Marina may pump out a sinking boat, collect a loose boat from shore and in general try to help an Owner. Owner is responsible to pay for any time, fees or parts that were needed.
9. **Collection Costs.** If a breach in this agreement occurs, Owner agrees to pay to Marina its attorney fees, court costs and all other expenses incurred in collecting, or attempting to collect payment, in accordance with the laws of the Commonwealth of Kansas.
10. **Severability.** If any provision of this Agreement or the application of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications; and to this end, the provisions of this Agreement of the Commonwealth of Kansas.
11. **Remedies:** Should a breach of this Agreement or violation of posted rules and regulations occur (which breach or violation shall be determined in the sole discretion of the Marina), the Marina may terminate this

Agreement by written notice to Owner at the address shown on this document. Said termination shall become effective 15 days after such notice is given. Within such 15 days Owner shall pay all sums due to the marina and remove the boat and all personal property from the premises. Should Owner fail to remove the boat, Marina may remove the boat from the docking space, at the Owner's risk and expense, retake the docking space, and/or thereafter sell such boat and all items therein or thereon and apply the proceeds to the amount due. Marina may, in lieu of or in addition to terminating this Agreement, notify the Owner of the breach or violation and remove a boat from its slip and prohibit access to the boat until the Owner pays all amounts owed to the Marina. Owner hereby agrees to pay Marina for any and all cost and expense, including attorney's fees, in enforcing its rights under this Agreement. The Owner agrees that upon removal of the boat from the rental space, the relationship of landlord and tenant is ended and the Marina shall be and become involuntary depository with only the duties and responsibilities provided by law there under.

12. **Casualty Events.** No refunds will be given in the event of docks being damaged by natural disaster or made inaccessible by low water. If the Marina dock itself or slip to which Owner's boat is assigned is destroyed by fire, lightening, windstorm or other reason, the Marina will diligently work to repair or restore the destroyed dock or slip as soon as practical. However, during the period in which the dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Owner will not be entitled to a refund under this Agreement.
13. **No Modifications To This Agreement Will Be Accepted By The Marina**
14. **Late Fees :** A \$30.00 late fee will be assessed for any monies due the marina after the 1st of each month for which said charges were made or incurred. No exceptions. No statements are given, charges and fees are the responsibility of the slip owner.

*PLEASE READ CONTRACT COMPLETELY. IF YOU HAVE ANY QUESTIONS ABOUT CONTRACT OR AMOUNT DUE, PLEASE CONTACT KATHY AT 785-565-8947.

***ONLY RETURN THE FOLLOWING SIGNATURE/FEE PAYMENT PAGE AND THE CHARGE ACCOUNT PAGE (IF YOU CHOOSE TO USE OUR MONTHLY ACCOUNT PAYMENT SYSTEM.)**

PAYMENT & SIGNATURE PAGE

I have read and understand the Wildcat Marina Contract for the 2017 season.

Printed Name

Date

Signature

Street or P.O. Box, City, State & Zip Code

Phone Number

Email

Year, Make, Color, Length of Boat

JK & T Inc. D.B.A. Wildcat Marina By:

Please initial options below:

_____ One Single Payment Before Feb. 1, 2021

_____ Two Equal Payments Before Feb. 1, 2021 (Jan. 1st and Feb. 1st)

_____ New Owner Paying In Full Now

_____ Owner, Season Outdoor Storage (\$75.00 Summer trailer)

SLIP FEE: _____

SLIP FEE: _____

OUTDOOR STORAGE: _____

OUTDOOR STORAGE: _____

EARLY PAY DISCOUNT: _____

TOTAL DUE: _____

AMOUNT PAID WITH CONTRACT: _____

SLIP FEE If paying by credit card, please complete the following:

CARDHOLDER AUTHORIZES THE PAYMENT OF THIS INVOICE BY THE ISSUER IDENTIFIED BELOW, AND AGREES TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THE CARDHOLDER AGREEMENT WITH THE ISSUER. **VISA / MASTERCARD ONLY**

CARD NUMBER: _____ EXP. DATE: _____

3 DIGIT CODE: _____ PAYMENT AMOUNT: _____

CARDHOLDER'S NAME: _____

CARDHOLDER'S SIGNATURE: _____

Welcome to Wildcat Marina

As one of the “perks” of being a slip owner here at the Marina, you have the privilege of utilizing a charge account; however, your charge account will be required to be secured by a valid credit card.

You may still make a payment on your charge account by cash, check or credit card at any time. However, any open and unpaid balance present on the 1st day of the following month will automatically be charged to your credit card on file. Example: all April charges are due April 30th. Thus, any unpaid balance will be automatically charged to your credit card on file on May 1st. If the credit card payment is declined, a \$30.00 late fee will be charged to your account and charging privileges will be suspended until the balance is paid in full.

We’re proud to offer the charge account for your convenience and appreciate your business.

Once your form is received by Wildcat Marina, your charge account will be activated.

I, _____ authorize to have my credit card charged for any balance on my Wildcat Marina Account that is unpaid after 30 days.

Card Number: _____ Expiration Date: _____

CVV Code (3 digit code on back) _____ Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

**EARLY PAY DISCOUNT
TAKE \$50.00 OFF**

-Pay in full by Dec. 25th, 2021 (check or cash only)

CHECKLIST

- Contracts & Full Payment no later than Feb. 1st, 2021
-
- If you will be running a marina tab, you must fill out charge account form and provide a current card #
-
- Please read your Marina Contract. There are rules and consequences that should be noted.

WILDCAT MARINA
5331 Thompson Rd
Manhattan, KS 66503