



2020

Summer Slip Rental Agreement & Permit Application

SUNSET BAY MARINA, LLC

13620 S. Hoxie Ave., Chicago, IL 60633
(P) 773.646.9900 (E-Fax) 773.364.7625
www.sunsetbaymarina.com

Date: _____

**PLEASE PRINT OR TYPE ALL INFORMATION COMPLETELY AND LEGIBLY.
CERTIFICATE OF INSURANCE MUST BE SUBMITTED WITH THIS APPLICATION.
SUBMISSION DOES NOT GUARANTEE A SLIP.**

TERMS OF AGREEMENT: Sunset Bay Marina (SBM) will provide a numbered slip as agreed upon for one summer season commencing April 15, 2020 through October 15, 2020. Payment is due in full for the slip at the time of signing this agreement.

Name of Owner(s)

Boat Name

Phone: Cell (Preferred) Work

Email

Year / Make / Model

Length **including bow pulpit and swim platform**

Timeframe: Season (4/15 – 10/15 (Extended 11/1))
 Monthly: _____
List Months

Assigned Slip # \$ _____
Slip Cost

Slip Rental Terms and General Information:

Sunset Bay Marina season is from April 15th until October 15th and will extend to November 1st upon request. Assigned boaters may come into the harbor after April 1st if all fees and documentation are completed and approved. Facilities are not guaranteed ready until May 15th. **A late leaver fee of \$25 per day will be incurred for those boaters remaining in the slip after October 31st. Late Leavers must be gone from the slip by November 15th. No exceptions.**

- 1) Slip renewals must be requested by March 15th with a 50% deposit. If this deposit is not received, the assigned slip will be available to the next boater.
- 2) Upon start of the use of the assigned slip, payment is due in full.
- 3) Deposit fees are non-refundable.
- 4) Each slip holder will receive an SBM decal that must be displayed and visible at all times.
- 5) Two "Visitor Placards" will be provided to each slip holder to be displayed in their vehicles in the front windshield while on SBM property at all times. Vehicles not displaying the required placards will be towed at the slip holder's expense. A one-day notice is required for an additional vehicle placard. Please know that there is a two-placard limit per slip.
- 6) The slip holder is responsible for use of all of the vehicle placards issued and the conduct of themselves and their guests while on SBM property. Any inappropriate actions of the slip holder and/or their guests may result in the denial of access by SBM Management. ^[SBM] If misconduct continues, you may lose your slip agreement and forfeit all slip funds paid to SBM.
- 7) All personal belongings must be removed from your dock box prior to your scheduled haul-out date. SBM will send a reminder to remove items. If necessary, SBM will cut locks and dispose of any personal property left behind.
- 8) SBM ASSUMES NO RESPONSIBILITY FOR THE SLIP HOLDER AND THEIR GUESTS LOST, STOLEN, MISPLACED OR DAMAGED PROPERTY.
- 9) Sunset Bay Marina wishes for all of our customers and their guests to enjoy our facilities to the fullest and in a respectful manner at all times. We therefore request the following:



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- All activities must be conducted in a respectful manner with SBM Management and Staff, your slip neighbors, others boaters and all guests. Any slip owner that has received a complaint from neighboring slip holders will receive a warning from SBM Management. Upon a second complaint, SBM will be automatically be authorized to request your forfeiture from the slip. Slip rental fees will not be refunded.
- Music must be kept to a minimal level to not disturb others guests.
- BBQ grills are allowed near your slip but not on the dock itself for safety reasons. Charcoal must be properly disposed of in SBM drums when you are done with the BBQ grill. SBM is not responsible for damaged, lost or stolen BBQ grills.
- All dogs must be kept on a leash and cleaned up after any messes occur.
- We kindly request that the entire area on our dock and around the slip is maintained and kept clean. Personal belongings are not allowed to be stored or left overnight on the dock. This includes but is not limited to lawn chairs, coolers and carts etc. All waste must be disposed of at the end of the day/evening in proper containers supplied by SBM. If any waste is left over and requires SBM to clean your slip/dock area, the slip owner will be charged a \$15 clean up fee.
- In order to save costs, we ask that when not utilizing your boat, to please shut off all air-conditioning units and other unnecessary electrical equipment requiring electricity. Failure to assist us in energy efficiency will authorize SBM to unplug the boat.
- Any oil, hydraulic fluids, etc. must be properly collected and disposed of. Any spillage on the docks must be immediately reported to the SBM Office. Violations are subject to severe penalty.

Thank you in advance for your cooperation. Please sign below in agreement.

I hereby agree, in the event a permit is issued to me, to abide by the rules and regulations of Sunset Bay Marina. I further agree that Sunset Bay Marina shall not be liable for any loss or damage, by theft or otherwise, to my boat or property while using the harbor or occupying any slip/space that may be allotted to me.

I further agree that I may be assigned a different slip at any time and due to unforeseen circumstances. The slip agreement and my right to use any slip may be revoked at any time and for unforeseen circumstances. I warrant and promise that I shall conduct myself, and those with me, in a respectful manner to all Sunset Bay Marina property and any person on Sunset Bay Marina property. I further understand that Sunset Bay Marina makes no warranty for the quality, fitness or condition of the Marina or any of its amenities, including electrical wiring, electrical source, plumbing, gas pumps, roads, parking lots, etc., and hereby forever release and discharge Sunset Bay Marina for any and all claims including, but not limited to, those for bodily injury, electrical shock, death, or property damage expecting only for losses due to willful and want on conduct of the Marina, Sunset Bay Marina or its employees. I further agree that if I bring any lawsuit against Sunset Bay Marina which is unsuccessful (results in a judgment for the Marina or a dismissal), I will pay all reasonable attorney fees and lawsuit expenses expended by Sunset Bay Marina to defend itself against a lawsuit. I further warrant that if Sunset Bay must bring any court action of law against me and is successful, I shall pay all attorney fees and expenses of Sunset Bay Marina associated with this action.

I understand that there are inherent and other risks involved in the water recreational activities connected with use of a slip at the Marina and that injuries are an ordinary occurrence of this type of activity and I freely assume those risks. I understand that boating, swimming and recreational activities near or in open water can be dangerous and it is not possible to predict every situation and therefore there is no guarantee for my safety. Moreover, equipment may mal-function, safety mechanisms and other safe guards can lapse or mal-function, with or without the negligence of any party. I, therefore, release Sunset Bay Marina and their directors, agents, and employees from any and all liability for damage and from any negligence on any of their parts, accepting myself the full responsibility of any and all such damage or injury that may occur.

I agree to the above terms and hereby certify that the statements herein contained are true that any permit may be revoked if I do not adhere to the information contained in this agreement and application.

Owner(s) Signature

Date