

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: _	
_	Month / Day / Year

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

<u>TERMS OF AGREEMENT:</u> Sunset Bay Marina (SBM) will provide a numbered slip as agreed upon for one summer season commencing April 15th through October 15th. A \$500 non-refundable deposit is required at the time of signing this agreement to secure your slip. Payment can be made in full for the season or you may make monthly payments. <u>The full balance of your seasonal slip fee must be paid in full by October 31st.</u>

Name of Own	er(s)	Boat Name		
Phone: □ Cell (Preferred) □ Work		Email		
Year / Make / Model		HIN / REG		
<u>Γimeframe:</u>	☐ Season (4/15 – 10/15) ☐ Monthly:		\$	
	List Months	Assigned Slip #	Seasonal Slip Cost	

Slip Rental Terms and General Information:

Sunset Bay Marina slip season duration is April 15th until October 15th. Facilities are not guaranteed ready until May 15th. Note: your boat may be pulled without notice if space is needed.

- 1) Slip renewals must be requested by March 15th with a \$500 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 or your first month's payment will be due.
- 3) Deposit fees are non-refundable. [SEP]
- 4) Each slip holder will receive an SBM decal that must be displayed and visible at all times.
- 5) Two "Visitor Placards" (limit) will be provided to each slip holder to be displayed in their vehicles in the front windshield while on SBM property at all times for security purposes. 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.
- 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 and all inappropriate actions of the slip holder and/or their guests may result in the denial of access by SBM Management and loss of their slip and you will 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. Or, you will receive notification from SBM that your boat has been hauled for the needed space (typically for haul-out season) and you will need to remove your belongings in a timely manner. SBM will send one reminder to remove items. If necessary, SBM will cut locks and dispose of any personal property left behind after one week or more.
- 8) SBM ASSUMES NO RESPONSIBILITY FOR THE SLIP HOLDER AND THEIR GUESTS AND ANY AND ALL PERSONAL INJURY AND ANY AND ALL 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. We expect that all slip holders and their guests act in a respectful manner at all times and to the neighboring slip holders and other guests.

SBM REQUESTS THE FOLLOWING POLICIES BE FOLLOWED AT ALL TIMES:

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- All activities must be conducted in a respectful manner with SBM management and staff, your slip neighbors, other boaters and all guests. Any slip owner that has received a complaint from neighboring slip holders will receive an emailed warning from SBM Management. Upon a second complaint, SBM will automatically be authorized to request your forfeiture from the slip. Slip rental fees will not be refunded. [1]
- Music must be kept to a minimal level to not disturb others guests and staff. [5]
- BBQ grills are allowed near your slip but not on the dock itself for safety reasons. Charcoal must be properly disposed of in SEBM drums when you are done with the BBQ grill. SBM is not responsible for any and all damaged, lost or stolen BBQ grills.
- All dogs must be kept on a leash and messes cleaned up at all times.
- 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. If any waste is left over and requires SBM to clean the slip/dock area, the slip owner will be charged a \$25 clean up fee.
- ➤ In order to save costs, we ask that when the slip holder is not utilizing their 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.
- > [F] 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 penalties. [F]

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 all of the policies of Sunset Bay Marina. I further agree that Sunset Bay Marina shall not be liable for any and all loss or damage, by theft or otherwise, to myself, my guests and my boat and other property while using 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 safeguards can lapse or malfunction, 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 any and all 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.

Owner(s) Signature	 Date	
greement and application.		

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

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