



**DOCK RENTAL AGREEMENT**

This agreement made on \_\_\_\_\_ between , BUCKEYE BEACH MARINA, INC.,  
The Landlord, and hereafter called the "Lessor"; and the following named tenant, hereafter called the  
"Lessee":

Lessee:

Address: City, State & Zip :

Phones: Home:

cell Work:

Email:

Boat Name:

Sail ( ) Power ( )

Make & Model

MC #

Colors:

Length Overall:

Is the Boat Owner also the Lessee? Yes ( ) No ( )

If not, Boat Owner's Name (Name on Registration):

Both parties to this contract mutually agree to the following terms:

1. Dock Lessor leases to Lessee and Lessee leases from Lessor, dock space \_\_\_\_\_ number at  
Buckeye Beach Marina, Inc., 5089 Bateson Drive NE Thornville, Ohio 43076.

2. Term The term of this lease shall commence April 1, 20\_\_\_\_, and shall expire October 31, 20\_\_\_\_, when the Lessee shall deliver possession of the dock to lessor in as good condition as when taken, normal wear and tear expected.

3. Rent Rental Amount \$ \_\_\_\_\_ Less Deposit Paid \$ \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

4. Boat If in the judgment of the Lessor, Commodore, or the Board of Directors of Buckeye Beach Marina, the size of the vessel including its tender, does not fit comfortably in its existing slip, the Lessee agrees to move his/her boat to a more suitable slip which may or may not incur an additional rental charge. Final judgment of possible conflicts of description of vessel will be made by Board of Directors of Buckeye Beach Marina. No sub-letting of dock space is permitted. No boat shall be allowed to be moored before balance due is paid in full. By his signature Lessee, assumes full payment for the season, as stated in this lease agreement.

5. Utilities Lessor shall furnish electricity, and water hose for Lessee's use at no additional charge to Lessee. Due to freezing conditions and/or threat of freezing conditions, Buckeye Beach Marina, Inc., reserves the right to determine the time of "turn on" and the time of "turn off" of dockside water during the months of April and November. Historically, these respective dates have been implemented around April 15th, and November 15th.

6. Use of Marina Facilities In addition to the use of the dock space, Lessee and his invitees shall have the use of the marina restrooms, common area and grounds, in common with the other lessees and shareholders, but subject at all times to the rules and regulations governing those facilities.

7. Right to Move Boat Lessor and/or Buckeye Beach Marina, Inc. reserve the right to move Lessee's boat and / or other personal property at any time without prior notice to Lessee. This right would be implemented only in an emergency, such fire, or for nonpayment of lease money owed.

8. Boat Repairs Lessee agrees that no repairs or improvements shall be made to Lessee's boat at marina other than minor repairs and improvements performed by Lessee, personally, unless Lessee obtains consent of both Lessor and Buckeye Beach Marina, Inc.

9. Liability Lessee agrees to provide the Operations Manager with proof of liability insurance on their vessel in the form of a copy of the "Declaration Page" of the policy. Lessee accepts the dock space and its water in its present condition; and agrees that Lessee's boat, personal property and person, and the persons and property of his invitees, while at the marina; are at the sole risk of the Lessee who hereby releases and agrees to hold Buckeye Beach Marina and/or Lessor harmless from any liability for personal injuries or property damage to Lessee, Lessee's invitees, the boat and their personal property.

10. Spirit of Lease Any falsification of information given by the Lessee, knowingly or unknowingly, included in this document, violates the spirit of this lease.

11. Security Lessee shall be solely responsible for the safety and security of Lessee's boat and its appurtenances and the conduct, safety and security of Lessee and his invites. Lessor, Buckeye Beach

Marina, Inc. and its Board of Directors shall have no liability for any alleged lack of security at the Marina and shall be held harmless by the Lessee.

12. Rules and Regulations Lessee acknowledges that time spent at the Marina is an important part of the overall boating experience and that reasonable rules and regulations are important to assure the safe, quiet and peaceful enjoyment of the Marina by Lessee and other occupants. Lessee agrees to abide by the "Buckeye Beach Marina Club Rules" as amended and incorporated by reference (Attachment A) as part of this agreement.

13. Violation of Rules Lessee agrees that any violation of the "Buckeye Beach Marina Rules and Regulations, after notice, may result in immediate eviction. Lessee agrees to abide by the decision of Lessor, the Board of Directors or its committee with respect to any such violation which may include immediate termination of this lease and eviction of Lessee and his boat without refund.

Lessee(s): \_\_\_\_\_

Date:  
\_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Buckeye Beach Park Management:



## **BUCKEYE BEACH MARINA RULES**

Revised & Approved by Board 4/1/2018

1. The Marina rules apply to all members and their guests. A member must be present on the premises when their guest is making use of the facilities.
2. The Operations Manager is the Marina's manager and responsible for all operations and rule enforcement. The Operations Manager's assistants, Grounds Supervisor have the authority of the Operations Manager in his absence.
3. Marina membership includes use of all Marina house facilities including the pool, showers, restrooms, Marina amenities including the restroom facilities (regular users may obtain a key from the Grounds Supervisor and agree to strict clean-up standards).
4. Each slip shall harbor only one (1) vessel and its tender as stated in the Buckeye Beach Marina, Inc. bylaws. Each slip has been assigned a maximum intended boat length. The length of a boat shall include all of its accessories and appurtenances including bow pulpit, swim platform, dingy, etc. In no event shall the length of boat using any dock be greater than two-thirds (2/3) of the width of the adjacent fairway.
5. Vessels cannot be tied or rafted so as to obstruct boat traffic in the waterways or extend over the pier to cause a safety hazard. Boats moored along the seawall may not back into their slip.
6. Jet-boats and jet-skis are welcome to come and go in the marina, at no wake speed. They are to be in your assigned slip, replacing the space of your tender. Check with the Operations Manager for slips that may be available to harbor several jet skis or dingy for a fee. Trailers must be stored off the premises, unless trailer storage has been agreed upon and fees have been paid.
7. Storage of boats, boat trailers, attached or unattached to a vehicle, travel trailer, etc., on Marina property, is not permitted without consent, approval & paid fees. In such case necessary steps will be taken by the Operations Manager for its removal. There shall be no parking of any vehicle, or device used to trailer, on the grass of the Marina, to protect the integrity of the Marina's landscape.
8. Members are responsible to provide the Operations Manager with lessee name, address, phone number, vessel description and MC numbers, and proof of liability insurance coverage; and are responsible for providing their lessees with a copy of these rules. A boat shall not be moored in a slip or to a mooring assigned to another boat without the permission and knowledge of the Operations Manager and permission of the slip owner. Notification of use must be made in advance of arrival.
9. Piers, docks, and boardwalks shall remain clear of obstructions that impede safe pedestrian traffic. Picnic tables are not allowed on docks or piers. Alterations to docks and boardwalks must be approved by the board of directors. Dock boxes are allowed under the requirements approved by the board.
10. Vehicles can park only in designated parking areas. Member guests may be asked to park outside the facility during special Marina house events or busy weekends and holidays. Member vehicles may need to display Marina identification if deemed appropriate by the Marina.
11. Minor repairs such as varnishing etc. is permissible at the Marina. Major boat or motor repairs may not be performed on Marina premises.

12. The discharge of firearms, air or pellet guns or throwing propelling objects is prohibited in and around Marina property. Any and all types of fireworks or sparklers are forbidden for safety reasons.
13. Halyards and all standing rigging that may cause noise must be secured (tied Off) to help prevent nuisance noise.
14. Refueling of any boat at the Marina is absolutely forbidden anywhere on the Marina premises or in the Marina area. No exceptions to this rule will be made.
15. To respond to possible emergencies the Marina reserves the right to move any boat or personal property without prior notice to the owner.
16. All trash and garbage is to be bagged, tied and deposited in the Marina dumpsters located in the marina.
17. Open fires and grills are not allowed on boats, docks or boardwalks. Private grills can be kept at the Marina in designated picnic areas and other approved areas. The fire pits are for campfires, not bonfires and are not allowed on windy days. Accelerators such as gas, diesel fuel and lighter fluid are not permitted to ignite fires. Persons under the age of 18 must have adult supervision. The Operations Manager or night employee may extinguish any fire deemed to be unsafe.
19. Open and closing dates for the summer season are April 15<sup>th</sup> through November 15<sup>th</sup>. Between November 15<sup>th</sup> and mid-April, boats shall not be permitted in the marina except with written permission of the Operations Manager. Water to docks will be shut off on/or about November 15<sup>th</sup> to avoid freezing and will not resume until on or about April 15<sup>th</sup>, or when there is no possible threat of further freezing. Boats located in wall slips are asked to vacate their slip on November 15<sup>th</sup>, or when notified by the Operations Manager, to facilitate marina closing. The Operations Manager will assign an appropriate pier slip if needed.
20. Water service to the slips in early April and late November is weather dependent. Water hoses should have self closing nozzles. Water should be turned off at the connection, and air conditioners should be turned off when leaving for an extended period. Vehicle washing is not allowed.
21. Pets shall be under the direct control of the owner and must be leashed when not on the boats of members. The pet owner is responsible for immediately retrieving animal droppings. Pets considered a nuisance or safety risk will be expelled from the Marina.
22. Do not feed ducks or geese.
23. After 10:00PM., unnecessary noise, the blowing of horns, loud talk, or playing of musical instruments, radios or television on the docks is not permitted unless permission is obtained from the Operations Manager for a special event. Language and general behavior must be in keeping with a family atmosphere. No noise of any type that disturbs the serenity of the Marina is allowed at any time of day or night. Quiet shall prevail from 10:00PM nightly until 8:00AM.
24. According to Federal Law and Marina Rules possession of illegal substances on Buckeye Beach Marina property is prohibited with or without documentation.
25. There is a 10:30 pm curfew for children under the age of 12, on the marina grounds, unless accompanied by a parent or guardian.
26. Members are directly responsible for their guest and their guest's conduct in the Marina house and on the Marina premises. Please inform your guests of the expected conduct while they are at the Marina. You and your guests should not impose upon the rights and privileges of other members. The Marina shareholder is responsible for payment of damages to the Marina property by his/her guests, and/or children. Misconduct or damage is subject to the procedures stated in the violations section of the Buckeye Beach Marina bylaws.
27. Notify the Operations Manager of any problems or unsafe conditions that may exist.

Acknowledgement:

Date:

Buckeye Beach Management: