

RIVER'S EDGE MARINA

Business Office: (208) 772-3255
RIVER'S EDGE MARINA, LLC
P.O. Box 2230
Hayden, ID 83835

Marina: (208) 772-3255

LEASE AGREEMENT DATED _____, 2019
(Please complete ALL information and return two copies)

Owner's Name _____ Idaho State Reg. # _____
Address _____ Type of Boat _____
State/Zip _____ Overall Length _____
Insur. Carrier _____ Business Telephone _____
Insurance Policy # _____ Home Telephone _____
Email Address _____ Cellular Phone _____

TERM: 2019 Season ("Season" is defined below)

SLIP NUMBER _____ RENTAL FOR MOORAGE PERIOD: \$ _____

THIS LEASE AGREEMENT is entered into between RIVER'S EDGE MARINA, LLC, an Idaho limited liability company, doing business as River's Edge Marina ("Lessor"), and the undersigned Boat Owner ("Lessee").

Lessor hereby leases to Lessee the moorage space identified above (the "Slip") for the boat (the "Boat") and for the term described, upon the terms and conditions set forth herein. Lessee acknowledges that he has inspected the Slip and has satisfied himself that the space is adequate for the safe mooring of the Boat. This Lease is a lease of berthing space. Lessor's responsibility is limited to the supervision and maintenance of the Marina premises. Lessor assumes no responsibility for tending mooring lines or moving boats from the berths to which they have been assigned. Lessee covenants to exercise due care in the occupation of the Slip and to promptly vacate the same in good condition, wear and tear occasioned by normal use only excepted, at the end of the Season.

The "Slip" that is the subject of this lease constitutes a portion of the River's Edge Marina (the "Marina"). The Marina operates in accordance with the terms of a Submerged Lands Lease and Encroachment Permit issued by the Idaho Department of Lands ("IDL"). Given the proximity of the Marina to the Avista Dam, the Term of this Lease is specifically defined by IDL to include that period of time from the date when Avista closes its Dam (typically in mid-June) until a date in the fall to be determined annually based on conditions associated with the Spokane River (typically near the end of October). This period of time is defined herein as the "Season," which is used interchangeably herein with the word "Term." Lessee may only utilize the Slip during the Season as that phrase is defined herein. Since the precise dates of the Season cannot be known in advance, and can only be generally estimated, Lessor will provide e-mailed and mailed notice to Lessee within seventy-two (72) hours of the announcement of the commencement date of the Season/Term. Lessor shall also provide Lessee, as a courtesy, with not less than five (5) days of notice, by e-mail and mail, when the Term/Season will end. Lessee is responsible for removing the Boat from the Marina in a timely manner by the end of the Term/Season as noticed. Notwithstanding the same, Lessee shall ultimately be responsible for monitoring the ending date of the Term/Season so as to ensure that Lessee timely removes Lessee's Boat from the Slip in a timely manner. In the event Lessee fails to remove Lessee's Boat in a timely manner, at the end of the Term/Season, then Lessor may, at its election, cause the removal of Lessee's Boat and, if necessary, the storage of the same, so as to comply with the terms of Lessor's IDL Submerged Lands Lease and Encroachment Permit. Any such costs incurred by Lessor shall be reimbursed by Lessee and Lessor shall have a lien on Lessee's Boat to secure payment of the same.

Renewals are at the sole discretion of the Lessor. The invoice for the following season shall constitute the Lessee's invitation to renew. If the Lessee elects to renew, Lessee shall remit payment in full by the due date of March 10th. FAILURE TO MAKE PAYMENT IN A TIMELY FASHION SHALL BE DEEMED A DECLINATION OF THE OFFER TO RENEW, AND THE SLIP WILL BE RE-LET TO ANOTHER CUSTOMER. Payment of the invoice shall constitute an acceptance of the offer to renew, and Lessee's continued right to occupy the Slip on the same terms and conditions set forth in this Lease Agreement as it may be amended from time to time. Lessee shall consult the Lessor's website at www.theriversedgeidaho.com for any amendments to the Lease Agreement, the Terms & Conditions, or the Rules & Regulations applicable to the Marina.

LIABILITY OF MARINA AND LESSEE

Lessee, while operating the Boat within the Marina, shall assume all responsibility for any personal injury or property damage caused by the use of the Slip or the operation of the Boat, whether used or operated by Lessee or any other person or party with the consent of the Lessee. Lessee shall be responsible for advising and educating any person using the Boat of the proximity of the Avista Dam and the requirement that all boat traffic occur upriver from the Marina and outside of the Dam boundaries which are demarked by a series of buoys. Lessee shall also be responsible for notifying all persons utilizing Lessee's Boat of all other applicable rules and regulations contained herein. Lessee shall fully indemnify and hold Lessor (including Lessor, Lessor's Members, Managers,

ACKNOWLEDGED BY LESSEE: _____ DATED: _____

Employees, Agents, and Independent Contractors, including but not limited to BMC Enterprises, Inc., d/b/a Tobler Marina, and all of its Employees, Managers, Officers, and Shareholders, without limitation, together with all of their respective insurers) harmless against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with the use of the Slip and operation of the Boat, whether by Lessee or any other person. Lessee further agrees to hold Lessor harmless from any liability for personal injury or property damage caused by low water, winds or other weather conditions, or other circumstances beyond Lessor's control. Lessor shall not be responsible for any damage caused by fire, theft, electrical failure or other casualty attributable to the acts of the Lessee, their guests and/or permitted users or for acts that are attributable to the conduct of third parties.

The Lessee shall maintain adequate property and liability insurance coverage covering the Lessee's boat and/or boats. Lessor shall have no liability, nor shall Lessor be obligated to maintain any insurance, for any damage to Lessee's Boat or personal property. The sole responsibility for insuring Lessee's Boat and personal property shall rest with Lessee. As a condition of this Lease, Lessee shall provide Lessor with proof that Lessee has insurance in effect to cover damages to Lessee's boat or personal property. Said policy shall also name Lessor as an additional insured for liability purposes with a liability limit not less than \$250,000.00.

Lessor does reserve the right, in its sole discretion, and without assuming any liability therefore, to move any Boat whenever Lessor determines it necessary for the safety or maintenance of the Marina area. Lessor reserves the right to temporarily close access to the Marina for public safety in the unlikely event of a major emergency as declared or determined by Avista.

Lessee hereby grants to Lessor a security interest in the Boat to secure all obligations and liabilities of Lessee under this Lease. The Boat shall not be removed from the premises or from Lessor's possession until all sums owed to Lessor have, in fact, been fully paid. Interest at the rate of 1½ per cent per month (18% per year) will be added on all past due accounts. An account is past due thirty (30) days following the due date. Foreclosure of the lien may proceed in accordance with **Idaho Code § 45-805, or other** applicable Idaho law. In the event it is necessary for Lessor to consult an attorney or bring an action to enforce any of the Lessee's obligations and liabilities under the terms of this Lease Agreement, Lessee agrees to pay, in addition to damages, Lessor's costs and attorney fees incurred in that process.

The failure of Lessor or its employees to enforce any of the terms, conditions or agreements contained herein shall not be considered to be a waiver of such term, condition or agreement, in the absence of an express written waiver by Lessor. If any provision of this agreement is deemed to be unenforceable by law or public policy, the remaining terms, conditions and agreements shall be deemed severable and enforceable according to their terms.

BREACH

In the event of a breach of any of the conditions of this Lease Agreement by Lessee, any operator of the Boat, or any other party enjoying the benefits hereof (including Lessee's guests), Lessor shall have the right, at its sole option, to immediately terminate this Lease Agreement, in addition to any other rights and remedies available to it under this Lease Agreement or under Idaho law.

THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHMENT TO THIS AGREEMENT ARE EXPRESSLY MADE A PART OF THIS LEASE AND INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first above written.

LESSOR:
RIVER'S EDGE MARINA

LESSEE:

By: _____

Its: **Moorage Manager**

(Please sign and return BOTH copies. Copy will be returned to you after executed).

ACKNOWLEDGED BY LESSEE: _____

DATED: _____

TERMS AND CONDITIONS

Lessee will observe and comply with all rules as Lessor may prescribe for the safety, care and cleanliness of the Marina premises, and the comfort, quiet and convenience of other occupants, including but not necessarily limited to the following:

1. Access to the Marina parking lot is through a gate which requires the utilization of a code. Lessor shall apprise Lessee of the code by e-mail at the time Lessee is notified of the commencement of the Term/Season. Lessee shall take such efforts as are reasonably necessary to ensure that the gate code to the Marina parking lot is not published in any social media form or otherwise disclosed to any unauthorized person or persons. In the event the gate code changes during the Term/Season, Lessor shall notify Lessee of the same by e-mail.
2. Vehicle parking by Lessee shall only be in the designated parking lot for Marina patrons. In close proximity to the Marina parking lot are parking spaces for private residential condominium units. Under no circumstances shall Lessee or any of Lessee's invitees or guests park in any area other than the designated Marina parking lot. Any parking by Lessee or Lessee's invitees or guests in private parking utilized by and for the adjacent residential condominiums can and will result in the towing of any offending vehicle.
3. The Marina parking lot may only be utilized for motor vehicles. There are no boat launching facilities at the Marina except for emergency personnel and emergency vessels. Under no circumstances shall any boat trailer or any other trailer be parked, temporarily or otherwise, in the designated Marina parking lot.
4. Access to the Marina itself, including the Slip, is through a separate gate with its own code. Lessee shall be advised of that code by e-mail when Lessor advises Lessee of the commencement of the Term/Season. Any changes in that gate code, necessitated by security reasons or otherwise, as determined in Lessor's sole discretion, shall be communicated to Lessee by e-mail. Lessee, both individually and for Lessee's invitees and guests, shall ensure that said gate code is not published by any form of social media or otherwise and that all reasonable efforts shall be made to keep the same private and secure for use only by Marina patrons and their respective invitees and guests.
5. A no-wake zone shall apply to, and must be observed by all persons operating the Boat within the Marina premises.
6. The Marina is located in close proximity to the Avista Dam on the downriver side of the Spokane River. Pursuant to Lessor's Submerged Lands Lease and Encroachment Permit from the Idaho Department of Lands ("IDL"), no use of the Marina may be had during emergency conditions or any period of time outside of the Term/Season. Lessor reserves the right to temporarily close access to the Marina when directed to do so by IDL or Avista. Lessee, individually and as to all invitees and guests, shall ensure that all use of Lessee's Boat shall be from the Marina and upriver, away from the Avista Dam and the barriers that demark the prohibited zone for marine traffic (upland from the Avista Dam). Lessee, individually and on behalf of all guests and invitees, agrees to indemnify, defend, and hold Lessor harmless from and all claims of any kind or nature, whatsoever, whether arising out of the negligence of Lessee or Lessee's invitees or guests, related to, directly or indirectly, the operations or facilities constituting the Avista Dam.
7. Lessee agrees to comply with all governmental regulations relating to safety equipment and to current registration, and to equip the Boat with adequate mooring lines and fenders to ensure that the Boat is safely moored for the weather conditions. Without assuming any liability therefor, if Lessor deems Lessee's mooring lines and fenders to be inadequate, Lessor may require Lessee to upgrade them, at Lessee's sole cost and expense.
8. **Lessee shall not place any "FOR SALE" signs on the Boat while it is on Marina premises without the prior written consent of the Lessor. Lessor reserves the right to remove any such signs placed on the Boat without Lessee's prior written consent. Approved "FOR SALE" signs may be made available for purchase at the Marina Store. Any other signs must be approved by the Lessor.**
9. No commercial venture of any kind shall be undertaken from the Marina without the prior written consent of Lessor. Contractors or persons working on any vessel must register in the Marina Store prior to admittance to the docks. Lessee shall notify Lessor in advance the arrival of contractors at the Marina.
10. All pets shall be kept on a leash, and shall not be left unattended at all times while on the Marina premises. Lessor may require that pets be removed from the Marina premises for excessive barking, defecation, or other activities which Lessor deems to be disruptive to the operation of the Marina.
11. Lessee shall keep the dock area adjacent to the Slip clean and free of litter, and in such a manner so as not to create a hazard or personal discomfort to others. Nothing other than the Boat, including but not necessarily limited to personal watercraft, dinghies, personal items or similar items, shall be stored in, on or near the Slip. Neither Lessee nor Lessee's invitees or guests shall store or place any barbecues, wet bars, or other personal property anywhere within the Marina, other than on Lessee's Boat. **Lessor reserves the right to restrict use of the docks and walkways to access for ingress and egress at any time.**
12. Lessee shall keep all televisions or music sources on the Boat at a noise level considerate to other Marina patrons. A violation of this provision, after two (2) warnings by the Marina manager, may constitute grounds, in Lessor's discretion, for the termination of this Lease without any further monetary obligation owed to Lessee by Lessor. The Marina is located in close proximity to private residences, and all operation of televisions and music producing sources from any Boat in the Marina shall be considerate as to said persons and parties.
13. No toilet facilities shall be used on the Boat while in the Marina except those facilities complying with all U.S. Coast Guard and other federal, state or local regulations or requirements.
14. The dumping of any sewage, fuel, oil or other waste materials or substances from the Boat is strictly prohibited. Lessee specifically agrees to indemnify and hold Lessor harmless from and against all claims, actions, proceedings, damages and liabilities, including costs and attorney fees incurred by Lessor, arising from or connected with such dumping activities by Lessee, whether or not the dumping was intentional, accidental or inadvertent.
15. Garbage or any other waste matter of any kind must be removed by Lessee and disposed of offsite or in containers which Lessor may choose to provide.
16. Refueling and pumpout of boats within the Marina is restricted to the Marina gas dock. Absolutely no refueling at the slip. Smoking is not allowed on the fuel dock or in any Boat tied alongside the fuel dock.

17. Swimming, fishing or water skiing within the Marina premises is forbidden. Use of bicycles, skateboards, roller blades, or similar items on any of the docks in or around the Marina premises is strictly prohibited.
18. Using the Boat as permanent or temporary living quarters while docked at the Marina is forbidden.
19. The use of hazardous substances or engaging in hazardous activities, including but not necessarily limited to spray painting, welding, the use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment or practices is specifically prohibited. **Without limiting the generality of the foregoing, no portable grills, fire pits or other similar devices are allowed on the docks at any time. No portable grills, fire pits or other similar devices are allowed for use on any boat while in the Marina premises except for marine grade barbecue grills specifically designed and approved for marine use.**
20. **This Lease is personal to the Lessee and applies only to the Boat identified on this Lease. Lessee warrants and represents that they will, and shall at all times during the term of the Lease, remain the owner of the Boat. Lessee shall not assign, sublet, transfer or permit the use of the slip to any other party, or for the use by any boat other than the Boat to be moored in the assigned Slip, without the prior written consent of Lessor.** Lessor may require, as a condition of any assignment, subletting, transfer, or permission of the use of the slip by any other party, that said party provide proof of registration for any Boat intended to occupy the slip, together with proof of insurance sufficient to satisfy the requirements of this Lease. The appropriateness of the Slip for a Boat shall be subject to the visual inspection and approval of Marina management. Without limiting the foregoing, in the event that the Boat is sold or transferred, Lessor hereby consents to the subletting of the slip to the purchaser of the Boat upon execution of a new Lease by the purchaser and payment of an amount equal to the estimated pro-rated rent for the remainder of the Lease term. The Lessee shall then be refunded the prorated rent for the remainder of the Lease term, less a subletting fee equal to one-third (1/3) of that estimated amount.
21. All rent on space is due and payable in advance, on or before March 10 of the upcoming Term/Season, and shall be considered fully earned upon payment. Upon termination of this Lease (whether by expiration of the term of this Lease or earlier termination due to Lessee's breach of any of the terms and conditions contained herein), without the Lessee having made special arrangements with Lessor or having entered into an Off-Season Lease Agreement, with rent for the off-season having been paid in advance, Lessee shall immediately remove the Boat from the slip and the Marina premises. In the event that Lessee fails to so remove the Boat, Lessor shall have the right, in its sole discretion and without assuming the obligation, to remove the Boat and hold it, at Lessee's cost and expense, as security for payment of all outstanding charges, including the holdover rental provided for above for any period of occupancy beyond the specified term, as described herein under LIABILITY OF MARINA AND LESSEE. In the event that Lessor shall nevertheless allow the Boat to remain in the slip following the expiration of the term of this Lease, then Lessee's possession of the slip shall be treated as a holdover tenancy pursuant to Section 23 below. In addition, Lessee shall not be entitled to any reimbursement or proration of prepaid rent in the event this Lease is terminated prior to the expiration of the term hereof due to Lessee's breach of any of the terms and conditions contained herein
22. Lessee understands and acknowledges that the Lease termination day provided for in this Agreement is specific as to when the Lessee has the right to occupy the slip. Lessee shall have no automatic right of renewal or holding over. To the extent allowed by Lessor, holdover tenancies shall be on the same terms and conditions as set forth herein, with holdover rental payable, in advance, as set forth above. Holdover rent shall be at a per day equal to 1/90th of the Rental Rate provided herein.
23. The terms of the River's Edge Marina Rules & Regulations are incorporated herein and made a part of this Lease. Lessor reserves the right to alter or amend the terms and conditions of this Lease and from time to time by written notice to the Boat owner or prominent publication of notice on the Marina premises or on the Marina website or Facebook page. This right to amend shall specifically include, but not be limited to, the right to amend the rental rate for any future moorage periods.
24. Part-time security may be provided at other times. Security is provided as protection for Marina property. The Lessor will not assume liability or responsibility for loss or damage by theft, fire, water, act of God or otherwise to the Lessor's boat or any other property used by Lessee in the use of the Boat Slip.
25. The failure of Lessor to enforce any term or provision of this Lease or the Rules & Regulations incorporated herein shall not be deemed a waiver of Lessor's right to subsequently enforce any identical or other provision of this Lease and the Rules & Regulations.

Last revised 05/10/17

ACKNOWLEDGED BY LESSEE:

DATED:

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