

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF PARKS  
DOCKAGE LICENSE  
Jenny Wiley State Resort Park

SLIP # [#]

THIS LICENSE AGREEMENT made and entered into this 1st. day of January, 2015, by and between the Commonwealth of Kentucky, Department of Parks, hereinafter referred to as "Licensor", and [NAME] of [ADDRESS] hereinafter referred to as "Licensee", and the Dock Operator indicated below:

WITNESSETH: That for and in consideration of the payment of license fee at the rate of \$[AMOUNT] per year, payable on the 1<sup>st</sup>. day of January, of each year, and in further consideration of the covenants and agreements of the Licensee hereinafter set out, the Licensor does hereby grant on the Licensee the privilege to use and moor his/her boat in the Dewey Lake Harbor, Jenny Wiley State Resort Park, at the will of said Licensor, and subject always to the covenants, conditions and stipulations herein set forth, and to the rules and regulations as set out on the back of this agreement, all which are hereby made a part hereof.

This dockage license is for a specified term from January 1, 2015, to December 31, 2015, inclusive, and may be renewed for additional specified terms upon agreement by both parties as to rates, conditions, space, and upon Licensee's payment to Licensor of all accrued charges and fees. Upon the termination of this dockage Lease, if a new lease and all rental fees for a successive rental period have not been returned to the Licensor, the Licensor shall have the right to remove the vessel from its mooring and secure it in other wet or dry storage and the Licensee shall be responsible for all costs including rental fees at double the daily rent under this Dockage Lease. The Licensee releases the Licensor from any liability for the damage to the vessel except for intentional negligence on the part of the Licensor, and if collection procedures are necessary to collect any sums due Licensor, Licensee shall also be responsible for all costs and fees incurred by Licensor.

1. The Licensee agrees that all charges for slip rental and any other charges for services or materials accruing under this dockage license shall give the Licensor a valid lien upon Licensee's boat and/or motor and Licensee expressly covenants and agrees that no boat shall be removed permanently from the Licensor's premises until all outstanding fees and charges have been paid.
2. All license fees due hereunder from the Licensee shall be paid in advance and in accordance with such rules and regulations as are now in effect or which may hereafter be issued and promulgated by the said Licensor, and all of which are hereby specifically referred to and made a part hereof. The Licensor shall have a prior and superior lien upon any and all boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc., for said license fees; and nothing herein contained shall affect such lien or any right the Licensor may have for unpaid license fees.
3. Licensor shall have the right to terminate this Lease at its option, with or without penalty for damages accruing to Licensee, by giving to Licensee, at the address above, written notice of such termination not less than ten (10) days prior to such termination and by refunding to Lessee any unused portion of any rental paid hereunder.
4. The licensee agrees to keep all of his/her property moored in said Harbor covered by adequate fire and theft insurance, and hereby waives all right to hold the Licensor liable for any loss that may occur by reason of fire, theft, riot, or other damage arising in any manner whatsoever, of similar or dissimilar nature.
5. Licensee covenants and promises to obtain liability insurance with minimum coverage of \$300,000 to insure the Commonwealth of Kentucky, and its agents, officers, and employees, against all loss, injury or damage which may occur as a consequence of Licensee's use of the premises of Licensee. A certificate of Licensee's liability insurance must be sent to the office each year.
6. The Licensee agrees to indemnify the Licensor from and against any and all injury, loss, or damage to the boat of said Licensee or the property of any other person using the said Harbor, or to the Harbor itself, by reason of any negligence of the Licensee, or his/her agents, servants, employees, or guest in charge of, on , or using his/her crafts or property in the said Harbor; to secure the payment of which a prior and superior lien is hereby retained by the Licensor on said boats, crafts, property, gear, and equipment of the Licensee in or upon said boats, crafts, etc.
7. It is further understood and agreed by the parties hereto that the licensor hereby reserves to itself, its successors or assigns, the right to cut said boat free, to avert disaster or to avoid any injury, loss, or damage from fire, flooding, or other acts of God; and such act shall be deemed or ordinary prudence, skill, and diligence.
8. This license is not transferable, except by the written consent of the Licensor endorsed hereon. The Licensee covenants, agrees, and promises that he/she understands that should the Licensee sell, convey, or transfer his/her ownership rights to any watercraft presently quartered in or about the slip space at Licensor's state dock, then this dockage license shall be non-transferable and shall be automatically cancelled and revoked as to any owner of Licensee's watercraft. Further, it is understood that any successor, purchaser, or assignee of Licensee's property rights, title, and ownership in Licensee's watercraft quartered in the state dock slip shall be required to apply on a first come, first served basis at the Licensor's business office.
9. The Licensor and Licensee covenant and agree that the attached Rules and Regulations are hereby incorporated by reference and made part of the foregoing Dockage License Agreement.
10. The Licensee agrees that the State of Kentucky shall have jurisdiction over this contract, venue shall be in Franklin County, Kentucky, and further agree to *in rem* jurisdiction over any vessel stored at the dock.

**IMPORTANT: LICENSEE AGREES THAT HE/SHE WILL NOT CONDUCT ANY FORM OF COMMERCIAL ACTIVITY ON PARK PREMISES WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND THE DOCK OPERATOR.**

INTESTIMONY WHEREOF: Witness the signature of the parties hereto on the day and date aforesaid.

DEPARTMENT OF PARKS, LICENSOR	_____	_____
	PARK MANAGER	DATE
	_____	_____
	DOCK OPERATOR	DATE
	_____	_____
	X LICENSEE	DATE

## Rules and Regulations

The following rules and regulations are to be observed under penalty of cancellation of the Dockage License:

1. The owner of any boat, or his/her authorized agent, either in charge of or while using the boat of the Licensee in, or in the vicinity of, the said Harbor, shall be responsible for the conduct of all persons using, visiting, or occupying the boat.
2. All boats shall be equipped with one wearable PFD for each person or guest aboard said vessel. Boats 16' in length or longer must also carry one Type IV throwable PFD. The owner specifically agrees to observe each and all regulations for the operation of motor boats in or in the vicinity of said Harbor, according to the applicable state and federal laws.
3. No boats, floats or crafts (other than regular equipment carried aboard) shall be brought into or moored in the Harbor. There will be a \$25.00 fee for each personal watercraft or addition per month tied to boats or docks.
4. No swimming, diving, or bathing shall be permitted in the waters of the Harbor except at such places and at such times as may be specifically set apart for such purpose.
5. While occupying or cruising in the Harbor, no garbage, oil, sludge, refuse matter, sewage, or waste material of any kind shall be thrown, deposited, or permitted to fall from any boat into the water or upon the docks or shore area, nor shall any dock, shore area or walk be used as a storage place for any gear or equipment.
6. In entering, proceeding within, or leaving the Harbor, the operator of all boats shall proceed at idle speed
7. The Harbor or any part thereof, including the docks and shore area, shall never be used by the Licensee for taking in or discharging passengers for hire, or for any public or freight carrying of any kind whatsoever.
8. Signs, placards, or commercial displays shall not be permitted.
9. No boat shall be repaired while in the Harbor (unless in case of emergency) when special permission must be obtained.
10. In using the Harbor, all boats must be maneuvered safely and in such a manner as to avoid fouling and collision.
11. The mooring buoys are furnished for the convenience of the Licensee, and Licensor, its officers, agents, and employees shall be liable only for gross carelessness or gross negligence, and shall be excused for the failure to sue only ordinary care, prudence, skill and diligence.
12. Disorder, infractions of rules and regulations, or any breach of this Dockage License, or indecorous conduct, or any action which might reasonably be expected to cause injury or damage to life or property on the part of any person using, visiting, or occupying a boat within the Harbor, shall be cause for the summary removal of said boat from the Harbor.
13. Licensee shall have the right, upon giving ten (10) days written notice of such intention, to surrender this license.
14. All services rendered boat owners in the way of supplies, labor, and materials are to be paid for at the time of said services. No charge accounts are to be carried unless specific arrangements are made in advance. Established and fixed rates for services are posted in the Boat Harbor office.
15. Licensor shall have the right at all times to inspect the boat for leakage, safety, and seaworthiness, as well as all gear and equipment, but is under no duty or responsibility to do so. This right is reserved to the Licensor, at its option, to determine whether the Dockage License is to be cancelled. The right, but not the duty, of the Licensor is also reserved to inspect the contents of the entire Licensee's property aboard the boat for contraband or dangerous or unsafe property or equipment.
16. A boat owner cannot transfer his/her slip space to a buyer of his/her boat. Only the Department of Parks (Licensor) can assign slip space.
17. Each marina shall be inspected annually by the Kentucky Department of Parks, Marina Inspection Team. A written report to the park manager shall include all infractions of health and safety, cleanliness, operational procedures, maintenance, and customer relations rules and regulations. This shall be constructive criticism and the park shall correct noted deficiencies within thirty (30) days or before an agreed upon date.