

EXHIBIT E
Paintsville Lake Marina RFP
Department of Parks Sample Dock Agreement

rev'd. 11/2018



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF PARKS
SLIP RENTAL AGREEMENT
STATE PARK NAME

THIS SLIP RENTAL AGREEMENT, slip # _____ made and entered into this _____ day of _____, 2022, by and between the Commonwealth of Kentucky, Department of Parks, _____ hereinafter referred to as Park; and _____; hereinafter referred to as Owner, and the Dock Operator indicated below:

WITNESSETH: That for and in consideration of the payment of rental fees at the rate of \$ _____ per year, payable:

- In full on the 1st day of January each year.

In further consideration of the covenants and agreements of the Owner hereinafter set out, the Park does hereby grant to the Owner the privilege to use and moor his/her boat in the Marina at _____, at the will of said Park, and subject always to the covenants, conditions and stipulations herein set forth, and to the rules and regulations as set out in Attachment A of this agreement, all of which are hereby incorporated and made a part hereof.

1. This slip rental agreement is for a specified term, from **January 1st, 2022**, to **December 31, 2022** inclusive, and may be renewed for additional specified terms upon agreement by both parties as to rates, conditions, space and upon Owner's payment to Park of all accrued charges and fees, upon execution of a new slip rental agreement.
2. Owner agrees that all charges for slip rental and any other charges for services, materials, or damage accruing under this slip rental agreement shall give the Park a valid lien upon Owner's boat and/or motor. Owner expressly covenants and agrees that no boat shall be removed from the Park's premises until all outstanding fees and charges have been paid in full.
3. All fees due hereunder from the Owner 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 Park, and all of which are hereby specifically referred to and made a part hereof. The Park shall have a prior and superior lien upon any and all boats, crafts, property, gear, and equipment of the Owner in or upon said boats, crafts, etc. for said fees; and nothing herein shall affect such lien or any right the Park may have for unpaid fees.
4. Owner agrees to obtain liability insurance and to name as additional insureds on the policy the Commonwealth of Kentucky, its agents, officers, and employees, against any and all loss, injury or damage which may occur as a consequence of Owner's use of the premises of Owner in the following amounts:
 - a. For houseboats, defined as any vessel with at least one berth, a galley, and a head: minimum three hundred thousand dollars (\$300,000) for each bodily injury and property damage; and
 - b. For all other vessels: minimum one hundred thousand dollars (\$100,000) for each bodily injury and property damage;
 - c. Adequate fire, theft, and comprehensive insurance to cover the value of the boat (customary deductible's excepted).

Owner shall provide a copy of this lease to his/her insurance agent to insure that appropriate insurance is obtained as contemplated by this agreement. Owner shall provide proof of insurance upon execution of this agreement and shall provide supplemental proof of insurance immediately upon any subsequent lapse, modification, termination, etc., of the policy. Owner agrees to provide proof of insurance PRIOR to mooring at a state dock. Failure to maintain required insurance is a material breach of the lease and grounds for the Park to evict or take immediate possession of the vessel.

5. Owner understands and acknowledges that (a) risks and dangers exist with boating, including, but not limited to boat damage, fire, theft, and personal injury, (b) that using a boat at and around the Park dock may result in personal injury and / or damage to or theft of the boat or other property (c) these risks and dangers may be caused by the negligence of the agents, officers, and employees of the Commonwealth; the negligence of other guests, the negligence of others, accident, breaches of contract, the forces of nature or other causes, and from both foreseeable and unforeseeable causes; and (d) by my executing this lease agreement, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence of the agents, officers, and employees of the Commonwealth, or by any other person, and Owner hereby releases the Commonwealth, its agents, officers, and employees for any and all personal injury or losses that may occur to the vessel or other property, to include, but not limited to fire, theft, riot, electrical failure, or other damage arising in any manner whatsoever.
6. The Owner agrees to defend and indemnify the Commonwealth, its agents, officers, and employees from any and all personal injury, loss, or damage to the boat of said Owner, or the property of any other person using the Park, or to the Harbor itself, by reason of any negligence of the Owner, or his/her agents, servants, employees, or guests in charge of, on, or using his/her crafts or property in the said Harbor. In addition to the liability insurance required above, Owner grants a superior lien to the Commonwealth on said boats, crafts, property, gear, and equipment of the Owner in or upon said boats, crafts, etc. to secure the payment.
7. Notwithstanding any other provision of this agreement, any and all liability claims against the Department of Parks shall be brought in accordance with KRS 49.010, *et seq.* No clause or part of this Agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.
8. It is further understood and agreed by the parties hereto that the Park hereby reserves to itself, its successors or assigns, the right (but not obligation) to board boat, and or cut said boat free, to avert disaster or to avoid any injury, loss, or damage from fire, electricity, water, wind or acts of god; and such act shall be deemed of ordinary prudence, skill, and diligence.
9. This slip rental agreement is not transferable. The Owner covenants, agrees, and promises that he/she understands that should the Owner sell, convey, or transfer his/her ownership rights to any watercraft presently quartered in or about the slip space at Park's state dock, then this Agreement shall be non-transferable and shall be automatically cancelled and revoked as to any new owner of Owner's watercraft. Further, it is understood that any successor, purchaser, or assignee of Owner's property rights, title, and ownership in Owner's property rights, title, and ownership in Owner's watercraft quartered in the state dock slip shall be required to apply for a slip on a first come, first served basis at the marina's business office.
10. The Park and Owner covenant and agree that the attached Rules and Regulations are hereby incorporated by reference and made a part of the foregoing Agreement.

IMPORTANT: OWNER 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.

OWNER (DOES) (DOES NOT) INTEND TO ENGAGE IN A COMMERCIAL ACTIVITY UPON THE PARK PREMISES. **Circle appropriate verbiage.**

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

MANAGER: _____
NAME OF PARK: _____
DEPARTMENT OF PARKS

DATE

DOCK OPERATOR

DATE

OWNER SIGNATURE

DATE

OWNER PRINTED NAME

STREET ADDRESS

CITY

STATE

ZIP

TELEPHONE

EMAIL ADDRESS (OPTIONAL)

HULL IDENTIFICATION NUMBER (12-14 DIGIT NUMBER LOCATED AT STERN OF HULL)

BOAT REGISTRATION NUMBER ("KY 1234 AB")

RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS ARE TO BE OBSERVED UNDER PENALTY OF CANCELLATION OF THE SLIP RENTAL AGREEMENT.

1. The Owner, which term shall include lessees, of any boat, or his/her authorized agent, either in charge of, or while using the boat of the Owner in, or in the vicinity of the 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 Personal Flotation Device ("PDF") 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 or other water vehicles 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.
4. No swimming, diving, or bathing shall be permitted in the waters of the Harbor.
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 Owner 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, except that up to four (4) signs may be displayed on a boat advertising its sale provided each sign is no bigger than three (3) square feet.
9. Other than for routine minor maintenance, no boat shall be repaired while in the Harbor, except in case of emergency when special permission must be obtained from marina management.
10. In using the Harbor, all boats must be maneuvered safely and in such a manner as to avoid fouling, allision, and collision.
11. The mooring buoys are furnished for the convenience of the Owner; and the Park, its officers, agents, and employees shall be liable only for gross carelessness or gross negligence, and shall be excused for the failure to use only ordinary care, prudence, skill, and diligence.
12. Disorder, infractions of rules and regulations, or any breach of this Slip rental agreement, 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. A boat owner cannot transfer his/her slip space to a buyer of his/her boat. Only the marina operator can assign slip space.
14. The Owner shall have the right, upon giving ten (10) days' written notice of such intention, to surrender his or her rights under the Slip Rental Agreement.
15. All services rendered boat owners in the way of supplies, labor, and materials are to be paid for at the time of said service. No charge accounts are to be carried unless specific arrangements are made in advance. Established and fixed rates for services are posted in the marina office.
16. The Park shall have the right at all times to board and inspect the boat for leakage, safety, including but not limited to electrical matters, and seaworthiness, as well as all gear and equipment, but is under no duty of responsibility to do so. This right is reserved to the Park, at its option, to determine whether the slip rental agreement is to be cancelled. The right, but not the duty, of the Park is also reserved to inspect the contents of all property aboard the boat for contraband or dangerous or unsafe property or equipment, with or without notice.
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 Owner shall correct any noted deficiencies.
18. Every vessel shall have liability insurance to insure the Commonwealth of Kentucky, and its agents, officers, and employees, against any and all loss, injury or damage in the following amounts:
 - a. For houseboats, defined as any vessel with at least one berth, a galley, and a head, three hundred thousand dollars (\$300,000); and
 - b. For all other vessels, one hundred thousand dollars (\$100,000);

Owner shall provide proof of insurance to the marina operator and shall provide supplemental proof of insurance immediately upon any subsequent lapse, modification, termination, etc., of the policy.

19. Owner shall comply with National Fire Protection Association, National Electrical Code, and American Boat and Yacht Council electrical test requirements no less than annually to ensure that vessels do not discharge electricity into the water. Any boat found to be discharging electricity into the water is subject to immediate corrective actions by Park, up to an including removal of the vessel from the water, the cost of which shall be borne by the Owner.

IN ACCORDANCE WITH DIRECTIONS FROM THE U.S. ARMY CORPS OF ENGINEERS, YOU ARE HEREBY ADVISED THAT ACCEPTANCE OF THIS SLIP RENTAL AGREEMENT CONSTITUTES YOUR CONSENT TO ALLOW INSPECTION OF YOUR BOAT BY FEDERAL PERSONNEL AND/OR PERSONNEL OF THE COMMONWEALTH OF KENTUCKY, FOR THE PURPOSE OF DOCUMENTING THAT THE BOAT IS PROPERLY SEALED AGAINST DISCHARGE OF SEWAGE INTO THE WATERS OF THE MARINA AT _____. FEDERAL AND COMMONWEALTH RULES, REGULATIONS, AND PENALTIES PERTAINING TO THE DISCHARGE OF SEWAGE ARE CONTAINED IN THE CORRESPONDING BROCHURE ON MARINE SEWAGE DISPOSAL, WHICH IS AVAILABLE FROM THE ARMY CORPS OF ENGINEERS