

Marina Membership Agreement

Wet / Dry / Stack / Economy / Friend

ROOSEVELT LAKE MARINA

PLEASANT HARBOR MARINA

Member ID #

Boat ID #

Slip #

Friend #

THE PARTIES

This Agreement is entered into by and between "The Marina" (identified by the 'X' above) and _____
_____ "Member" (Occupant or Friend)

TERM & RENEWAL

1. This Agreement is from _____ until _____ unless sooner terminated as provided for herein. The Marina and Member agree that at the end of the first term of this Agreement, this Agreement will be automatically extended for successive one year periods (if the original term is for one year), or (if the original term is for less than one year) shall revert to month to month provided that, in either case above, neither The Marina nor Member gives notice to the other in writing that the Agreement will not be extended, which notice must be given at least 30 days prior to the end of the original term or any extended term.

RENT AND MEMBERSHIP FEES

2. The Rent and Membership Fees herein stated is based upon Membership Type and / or Member's declared length of watercraft or the length of the assigned space whichever is the greater. Rent will be adjusted if actual length of Member's watercraft, as measured by The Marina, is different than declared and greater than the assigned space. The length of watercraft for the purpose of this Agreement is to be the maximum length from bow to stern, (rounded up to nearest foot) including all projections, and not the length at the waterline. The agreed Rent or Membership Fee is \$ _____ per month plus applicable tax, payable monthly in advance on the 1st day of each month unless Member has paid the total rent for the entire term of this Agreement in advance, in the sum of \$ _____.
 - a. Member hereby understands and agrees that Rent is subject to adjustment without notice at any time during the term of this Agreement and that Member shall continue to be responsible for payment of adjusted rent excepting that if the rent is increased by more than 5% over a period of 12 months Member may cancel this Agreement and have all deposits returned.
 - b. Member hereby agrees that the established Rent or Membership Fee is based upon the specific full term of this Agreement and that Member shall in no event, excepting as otherwise provided for in this Agreement, be released from any obligations of this Agreement and payment of Rent or Membership Fee during the entire term for any reason, including but not limited to Member's watercraft becoming damaged, mechanically impaired, stolen, sunk, confiscated, secured, foreclosed upon or sold.

DEPOSIT

3. The Initiation Fee in the sum of \$ _____ is non-refundable. **If Member terminates this contract prior to its maturity date, the remaining term of the rental period may be billed to Member at the sole discretion of Marina.**
4. The entire initiation fee shall not for any reason be applied to any charges incurred by Member, including but not limited to amounts for dockage, electric use, trailer storage, work orders, fuel, restaurant and store charges, and any other fees, penalties or expenses incurred by Member. If Member violates this paragraph a penalty in the amount of two times the initiation fee will be levied against Member's account and Member's boat will immediately be placed in impound status until such penalty is paid in full.

GENERAL CONDITIONS

5. It is acknowledged that the relationship of The Marina and Member is that of operator and tenant, and at no time shall The Marina be deemed a warehousemen, agent or other associate of Member; and this agreement does not create a bail or bailee relationship between the parties.
6. The assigned space shall not be used for any commercial purposes. Member represents it is the owner or authorized party responsible for the watercraft.
7. Member, and Member's watercraft, shall at all times comply with applicable health, safety and fire codes and regulations. Member shall not pollute The Marina, and if in violation of this provision Member shall be responsible for any clean up costs.

8. The Marina shall not be held liable for damage caused through the reasonable and prudent action of its agents or employees. Member agrees that neither The Marina nor its agents or employees shall be liable for deterioration of or to Member's watercraft nor any attachment or content thereof.
9. Member understands that The Marina is providing no insurance on Member's watercraft, passengers or property. The proper insurance is Member's sole responsibility and Member shall have at least \$300,000 of liability coverage. Member shall, prior to placing Member's watercraft in the assigned space, provide proof of insurance listing the required coverage and The Marina as an additional insured.
10. **A charge shall be levied each month for Member's failure to provide proper Proof of Insurance or Watercraft Registration as outlined in this paragraph.** For the initial three months, Member shall be charged \$50 per month, for the following three months Member shall be charged \$100 per month, and thereafter Member shall be charged \$150 per month. These charges shall be levied against the Members account and are non-refundable. Member shall be solely responsible for any damage caused by Member's watercraft including damage to other users of The Marina and Marina facilities.
11. If, after 10-day written notice to Member, Member has failed to provide current insurance information (including the additional insured certificate naming The Marina as an additional insured) and registration for Member's watercraft, The Marina, in its sole discretion, may remove Member's watercraft from The Marina. Member shall be responsible to The Marina for all costs of moving and storing the watercraft.
12. Member agrees to indemnify The Marina and hold it harmless from any loss, damage, expense or claim, including any attorneys' fees and costs arising out of Members acts or omissions to act. The Marina shall not be liable to Member or any passenger for any loss or damage occasioned by or through the act or omission of Member or any other users or tenants at The Marina.
13. In cases of emergency The Marina has the right to move Member's watercraft, and in such event shall assign Member a storage number for purposes of identifying the location of the watercraft. The Marina assumes no responsibility for minor surface scratches or normal wear and tear that may occur through normal handling of Member's watercraft.
14. Member, at all times, shall properly secure Member's watercraft. If not properly secured The Marina has the right to secure watercraft at the expense of the Member.
15. Pulpits and platforms of watercrafts must be within the dimensions of the slip with no overhang over dock areas or passageways. The Marina may allow overhangs on selected slips within The Marina.
16. It is a condition to this rental contract that Member obtain a lake pass for Lake Pleasant Regional Park from Maricopa Municipal Water District No. 1, and maintain the lake pass in full force and effect for the term of this rental contract.
17. No individually owned dock boxes shall be allowed; all dock boxes must be rented from The Marina.
18. Upon termination of this contract for any reason Member is responsible for removing all personal property from dock boxes, patios and slips. Any items not removed at time of termination shall be deemed abandoned and shall become property of The Marina. The Marina is not responsible for damage caused in moving personal property that remains in a slip after termination of this contract.
19. Any patios built by The Marina for Member shall remain at all times the sole possession of The Marina. Member has no right to sell or assign the patio.
20. Member may not make any additions or alterations to Member's assigned space or any other part of The Marina structures.
21. Member has inspected and accepts the assigned storage space.
22. Member agrees not to rent, lease or receive consideration for the use of Member's watercraft.
23. A third party may use a Member's watercraft only with written permission from Member, and the third party, as well as Member, shall be fully responsible for full compliance with all the provisions of this rental contract. Member shall be responsible for all damage caused by the third party user.
24. Member may sell its own watercraft, but the posting of solicitation signage, or "For Sale" signs, and/or appointing of a third party broker is strictly prohibited with the exception that The Marina or its approved licensees may enter into a brokerage agreement with Member to perform sale services. Member gives The Marina permission to board watercraft to remove any unauthorized signage. Member agrees to notify The Marina of any sale and agrees not to represent to any seller that the slip is being assigned in the sale of the watercraft.
25. If, in the judgment of The Marina, any watercrafts tied to slips or moored in buoy fields are inadequately secured The Marina may, but shall not be required to, provide additional securing lines at Member's expense and responsibility. The Marina assumes no liability hereby for the mooring or safety of the watercraft or adequacy of the securing lines.
26. In the event Member fails to comply with any provision of this rental contract, including the payment of any rent when due, Member shall be in default, and if said default is not cured within 7 days from the date that performance was due, then The Marina may pursue all its available remedies at law or equity, including the right to terminate the rental agreement or bring legal action for the amount due or any combination of the above remedies. In addition thereto The Marina shall be entitled to recover all of its attorneys' fees and costs incurred. In the event The Marina asserts its lien, as provided for below, and the proceeds of the sale of the watercraft and any property on the watercraft are insufficient to pay the amounts owed The Marina, The Marina shall be entitled to a personal judgment for the amount of such deficiency.
27. Member hereby grants to The Marina a possessory lien on the watercraft for any unpaid fee due and owing to The Marina pursuant to this rental contract. Member agrees that the lien may be foreclosed pursuant to the terms of Arizona Revised Statutes § 33-1023 and/or other applicable laws in the event enforcement and foreclosure of this lien is commenced by The

28. Upon termination of this rental contract for any reason Member shall deliver the space used in as good condition as received by Member. Upon compliance with the provision of this paragraph and upon completion of the contract term the security deposit, or the portion thereof remaining, if any, shall be returned to Member. The Marina, upon termination of the rental contract for any reason, shall have the right to remove the watercraft and store it elsewhere at Member's expense, in addition to any other remedies available to THE MARINA pursuant to this rental contract.
29. Most wet slips are equipped with fresh water and an electrical hook up. Electrical use may be at an additional charge.
30. Any notice to be given hereunder shall be dated and deemed delivered when personally delivered or 48 hours after depositing in the United States mail. Any such notice shall be directed to the Member at the address below indicated, or such other address as Member may, in writing, notify The Marina.

MEMBER'S CHARGE ACCOUNT & CONDITIONS OF PAYMENT

31. An account is established for each Member to which he may charge all items purchased at The Marina and for which he is responsible, including but not limited to rent, amenities, purchases, parts, repairs, Service Work Orders, maintenance, utilities, damages, late fees, interest, cost of moving/securing/storing, or charges for any expense upon Premises occasioned or contributed to by Member, his watercraft agents, guests, family, visitors or invitees. Payments applied to Members account relieve oldest invoices first. The Marina makes no promise to provide written statements by mail. Member agrees to accept email or facsimile electronic invoices and is solely responsible to notify The Marina in writing of changes in home/mailling/work/email address and phone numbers.
32. Any Account that is overdue by more than 15 days shall be charged interest on the entire amount at 2 % per month. Member shall be responsible to pay all court costs, attorney fees, and collection costs incurred by The Marina for their Account, and hereby authorize The Marina to request and review information from third-party Credit Reporting agencies without prior notice, at The Marina's sole discretion.
33. A \$50 Non-Sufficient Funds Charge is posted for each returned check or declined credit card. Member agrees to pay late fees and accrued interest incurred as result of returned checks and declined credit cards.
34. When an Account becomes more than 15 days past due, Member's watercraft may be secured, impounded, seized, or removed or transferred from its assigned space per Section titled "Member's Default" and/or Member's account status may be considered "Transient Month-to-Month", holding-over at the posted Transient Rate. It is mutually agreed that such action shall not constitute a waiver of any provisions of this Agreement and Member remains responsible for all charges as described in Paragraph 31.
35. Member hereby acknowledges that The Marina shall have an express lien against Member's watercraft, its appurtenances and contents, for any unpaid sums due on Member's Account for rent, amenities, purchases, repairs, parts, Service Work Orders, maintenance, utilities, damages, late fees, interest, costs of moving/securing/storing or any other charges for which Member is responsible including any damage to docks or other watercraft caused or contributed to by Member, his watercraft, agents, guests, family, visitors, invitees, or pets and that The Marina may secure, impound, seize, and hold Member's watercraft as lien collateral until full payment of all sums due is made with secure funds approved by The Marina.
36. All Accounts must be paid in full before Member shall be permitted to remove his watercraft from The Marina Premises. If Member's watercraft is sold and Buyer does not intend to assume this Agreement, or if Member intends on removing his watercraft from The Marina Premises permanently for any reason including job or home transfer then the entire amount owed, all of the remaining sums and payments, shall become immediately due and payable and must be paid before Member's watercraft is removed.
37. In the event that Member should file or declare Bankruptcy, rent for storage of his watercraft shall continue from date of filing at the posted Transient Rate.

MEMBER'S DEFAULT

38. Member is responsible to observe, understand, and comply with The Marina Rules & Regulations which are part of this Agreement and available for review at The Marina offices and on The Marina website at www.azmarinas.com. Should there occur a breach of any posted or amended Rules & Regulations, or any term or condition of this Agreement, The Marina may terminate this Agreement by written notice to Member at current address or email address (shown on this Agreement or updated by Member) or by notice posted at Member's watercraft, at which time Member hereby grants to The Marina the Power of Attorney to (at Member's expense) immediately remove Member's watercraft, contents, and any other of Member's possessions from assigned spaces, relocate each and every watercraft, retake possession of assigned space, and hold Members watercraft (uncovered & without amenities) as security for all unpaid sums on Member's account as defined in Section 5 above. Termination is final three days after notice, by which time Member shall pay all sums due The Marina and remove Member's watercraft from The Marina. Should Member fail, refuse, or neglect this obligation, Member's watercraft shall be deemed abandoned (§33-1370) at which time Member grants to The Marina the Power of Attorney to (at Member's expense) immediately remove watercraft, contents, and any other watercraft from Premises, hold all Members watercraft and contents off-site as security (uncovered and without amenities), and foreclosure upon and/or sell Member's watercraft to recover the amount of unpaid sums due, including fees for Attorney, Court, and Collections. Waiver by The Marina of any default of this Agreement

shall not constitute a continuing waiver of any subsequent default(s), either of same or other provision of this Agreement. Member is responsible to notify The Marina in writing of changes in home/ mailing/ work/ email address and phone numbers.

DISCLAIMER OF LIABILITY

39. Member agrees that The Marina shall not be responsible or liable for any damage or loss to Member’s watercraft or any contents thereof, or any other watercraft located in Member’s assigned space, adjacent or anywhere else upon Premises. Member agrees that The Marina shall not be responsible for any injury or death of Member, his agents, guests, family, visitors, invitees or pets occasioned by any circumstance upon The Marina Premises or adjacent thereto, for any reason whatsoever including but not limited to seizure/impoundment/securing watercraft for past due balance, illegal activities such as assault, theft or vandalism, fire, collisions or launch and retrieval, sinking, chemical spills, underwater obstructions, anchors and lines, power outages or surges, brown-outs, weather, storms, freezing, hail, lightning, winds, floods, drought, wild or domestic animals, or any other Acts of God. Member acknowledges that watercraft, The Marina docks and water, are in themselves and by their nature, inherently dangerous, requiring due diligence and care on Member’s part at all times. Member agrees to assume full responsibility for all risks involved to deposit, store, access, operate, and utilize Member’s watercraft within The Marina environs, and for the safety and well-being of Member, his agents, guest, family, visitors, invitees, and pets. Member hereby indemnifies and holds harmless The Marina, Landlord (Maricopa Water District) and their successors, assignees, agents, employees, customers, guests and visitors for any and all claims occasioned by any circumstance upon The Marina Premises or adjacent thereto. The Marina is not responsible for prompt or timely completion of requested repairs to Member’s watercraft, and shall not be held liable in any manner for damage or loss arising from The Marina’s failure to perform such repairs, including but not limited to loss of use, freezing, sinking, or damage caused to Member’s use of watercraft prior to completion of requested repair.

MEMBER INFORMATION

Last Name:	_____	First Name:	_____
Street Address:	_____	City / State:	_____
Email Address:	_____	Postal Code	_____
Driver's License #	_____	Expiration Date:	_____
Social Security #	_____	Cell Telephone #	_____
Home Telephone #	_____	Emergency Contact:	_____
Name of Employer	_____	Telephone #:	_____

CO-MEMBER INFORMATION

Last Name:	_____	First Name:	_____
Street Address:	_____	City / State:	_____
Email Address:	_____	Postal Code:	_____
Driver's License #:	_____	Expiration Date:	_____
Home Telephone #:	_____	Cell Telephone #:	_____
Child’s Name:	_____	D.O.B:	_____
Child’s Name:	_____	D.O.B:	_____
Child’s Name:	_____	D.O.B:	_____
Child’s Name:	_____	D.O.B:	_____

BOAT AND INSURANCE INFORMATION

Watercraft Make:	_____	Watercraft Model:	_____
Watercraft Year:	_____	Registration:	_____
Watercraft Length:	_____	Watercraft Name:	_____
Watercraft Width:	_____	Watercraft Draft	_____
Hull ID:	_____	Decal #	_____
Trailer Make:	_____	Trailer Serial #:	_____
Trailer Color:	_____	Plate #:	_____
Axles:	_____		_____
Insurance Company:	_____	Agent Name:	_____
Policy Number:	_____	Date of Expiration:	_____
	_____		_____

I herby declare that I am NOT presently storing a boat in any marina wet slip or dry storage space within the Lake Pleasant Regional Park and I agree to immediately inform PHM in the event that I do so. I understand that Membership fees are substantially higher for individuals or families who do store a boat within the Lake Pleasant Regional Park and will therefore accept cancellation of this Membership or agree to pay the higher rate.

NOTE – THIS AGREEMENT HAS NO FORCE AND EFFECT AND WILL NOT BECOME VALID UNTIL ALL THE INFORMATION REQUIRED HEREIN HAS BEEN ACCURATELY AND HONESTLY PROVIDED IN THE ABSOLUTE DISCRETION OF PHM.

ELECTRONIC SUBMISSIONS & SIGNATURES

MEMBER ACKNOWLEDGES THAT ELECTRONIC SUBMISSIONS AND SIGNATURES CONSTITUTE AGREEMENT AND INTENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS STORAGE AGREEMENT AND THE MARINA RULES AND REGULATIONS.

MEMBER SIGNATURE _____ DATE _____

FOR COMPLETION BY MARINA PERSONNEL

FEES & PAYMENT INFORMATION (for official completion)

Monthly Fee:	\$	-	Initiation Fee	\$	-
Electric:	\$	-	Pro-Rate:	\$	-
Finger:	\$	-	Applicable Tax	\$	-
Dock Box:	\$	-	Application Fee	\$	35.00
Trailer Storage:	\$	-	Total Due	\$	45.00
Tow Insurance	\$	10.00			
Applicable Tax	\$	-	Assigned Friend Membership #	_____	
Total Monthly Fee	\$	10.00	Assigned Slip #	_____	

Contract agent: _____ Date: _____
 Signature: _____
 Approved by: _____ Date _____
 Signature: _____