

Bluff View Marina, Inc.
 93 Hwy AA
 Piedmont, MO 63957
www.bluffviewmarina.com
 573-223-4849

For BVM Use Only:

Slip # :

Payment Date:

2012 Annual Dock/Slip Application

Personal Information

Boat Owners Name: _____ Spouse: _____

Phone Number: _____ Cell Phone: _____

Email Address: _____ Emergency # : _____

Street: _____ City: _____ State: _____ Zip: _____

Owner's Secret Question: _____

Answer to Secret Question: _____

Boat Information

Year: _____ Make and Model: _____ Length Over All (LOA): _____

Width (beam): _____ Boat Name: _____

Motor Make: _____ Horse Power: _____ Year: _____

Please Check

Returning Customer - If So, please indicate slip number from last year, Slip Number: _____

New Customer - How were you referred to Bluff View Marina?

Annual Rental Fees

Item	Amount (\$)	Notes
Slip Rental (from Slip Fee page)		Slip #:
Shore power: w/o air conditioning – \$90 w/ air conditioning - \$120		
Boat hauling: \$75 per trip		
Credit card processing fee: 4.5%		Add 4.5% if paying for your slip via credit card.
Total Due:		

Half sent/due on Dec. 15, 2011: \$ _____ Other half due January 30, 2012 \$ _____]

To reserve your slip please send half before Dec. 15, 2011. The remaining balance of slip fee will be due by January 30th, 2012 to insure proper slip placement.

Payment

Payments made via check, money order, or bank check can be sent to our address above. Please attach a signed copy of slip rental agreement - Make checks payable to "Bluff View Marina, Inc." By signing below, you have fully read and fully understand this agreement. Your signature binds you to all terms in the agreement. Payment of slip rental in whole or part will be accepted as agreement in lieu of signature below.

[Signed By: _____ Print Name: _____ Date: _____]

Please attach this page to the Application and send, along with payment, to BVM, 93 Hwy AA, Piedmont, MO, 63957.

Bluff View Marina, Inc. - Slip Rental Agreement

As a slip holder of Bluff View Marina, Inc., (BVM) you sign below, in recognition of, and are in agreement to, and accepting the below terms and conditions in relationship to the boat noted regarding slip space from BVM and/or assigned by BVM.

1. Payments: A deposit of half of total slip fee is due on or before December 15, 2011 to reserve your slip space for the 2012 season. If no payment is received, your dock space (slip) may be reassigned. The remainder of the balance is due by January 30, 2012. If this payment is not received by January 30 your reserved slip may be reassigned or revoked. All balances left unpaid after due dates will be assessed a monthly 1.5% late fee. Payments must be made in full before your boat will be allowed to dock at the marina. Either party may terminate the said rental by giving notice to the other party that the same shall not be renewed within a thirty (30) day period prior to the expiration hereof. In absence of such notice, this rental shall be automatically renewed under the same terms and conditions as herein set forth. In the continuing years of this rental, the yearly charge may increase. No refunds will be provided.
2. All boats must have valid, current registration, and meet Missouri state watercraft regulations. BVM stickers will be distributed and need to be visible to Clearwater Lake personnel. One sticker will be made available per slip. Slip holders agree to not violate any US Government, State of Missouri, Corps of Engineers, or Bluff View Marina statutes, laws, policies or regulations, which are expressly made part of this agreement by reference. Slip rentals are for a single vessel in the slip at a time.
3. Insurance: Each slip holder shall obtain and maintain in effect comprehensive general public liability insurance (including watercraft liability) with limits of not less than \$100,000 in the event of bodily injury or death to any number of persons or property damage in any one occurrence and \$200,000 from the aggregate of all occurrences within a policy year. A certificate of insurance shall be delivered to the Marina Office prior to mooring a boat in the Marina. Proof of insurance must be in the same name as recorded boat owner and in the same name as slip contract holder. BVM shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the Owner will carry such fire insurance for his protection. Nor shall BVM be liable for any damage resulting from any strike, riots or Acts of God, which includes all the elements. All vessels shall be handled at Owner's risk subject to reasonable care and handling. BVM shall assume no liability for the condition of the vessel. You as Owner, slip holder, renter, signer, are responsible and liable for any damages or injuries caused by you, your guests, your boat, your pets, your automobiles, and your dock items left on or around dock area, accidentally or purposely.
4. Dock Areas: No refrigerators and/or other appliances are allowed on the docks that are not approved by BVM. All power must be unplugged from dock deck areas (tiki lights, other lights, fans, etc.) when not attended. BVM must approve of all renovations, restoration, additions, improvements, furniture, storage containers, bars, coverings, canopies, etc. before such tasks or items are allowed. No tall storage containers are allowed on deck areas and all other containers must be approved. All dock decks and accessory structures that are permanently affixed or that are judged to be a structure or fixture by BVM become and are property of BVM. These structures, decks, patios, etc. can be modified or removed at any time by BVM. BVM can remove any or all loose items from your dock area at any time for any reason. Items will not be unreasonably removed. These items may include chairs, tables, dock boxes, lights, or items mounted to dock. Items will be held and owner notified for pick up, then discarded after 30 days if not removed from marina. A slip holder shall be liable for any damage to the piers, docks or any other part of the marina, caused by the slip holder, his Vessel, the slip holder's agent, guests, licensees, or invitees.
5. Keep your area neat and clean and help keep the marina clean. Remove all food products, garbage, loose items when leaving marina. Secure chairs, grills, and items that may be of concern before you leave. If we have to clean up after you, you will be charged accordingly. Be considerate of other boaters. Drunk, out of control, obnoxious, disrespectful members and /or guests of members will be removed from the property and slip holder will be thrown out and banned with no refund. The person or persons involved will not be allowed back to BVM. You the slip holder/tenant are responsible for your guests. No pets are allowed without a leash. You must pick up your pets waste and dispose of it properly in trash containers. Consider your neighbors and keep music volume down and other noise to a minimum. Be especially quiet at night and early morning. Fireworks, including sparklers, are forbidden in the marina. You are responsible for your children. Small children and those who cannot swim will wear life preservers on the docks. No running on the docks. Children under the age of 12 will not be left unattended on marina property. Unless with a parent or responsible adult, all young people at BVM will have a curfew; children under 15 the curfew is 10:00 p.m., children 15 -18 the curfew is 11:00 p.m. No children under the age of 16 will be allowed to sleep aboard a boat without parent or guardian present. No "For Sale" signs will be displayed on boats without marina approval. No subleasing of slips. No transferring of slip without approval of BVM. In the event Owner is not occupying storage facilities, BVM shall have the right to use as they desire. BVM shall review and keep anonymous and act accordingly regarding complaints regarding other slip holders. A slip holder shall pay all of the BVM costs, charges and expenses, including without limitation court costs and reasonable attorneys' fees incurred by the BVM in connection with a slip holder's breach or violation of the Rules and Regulations of BVM or this agreement.
6. Except by signed permission, there shall be no competitive or outside labor allowed in the marina of BVM or on the Owner's vessel while lying at the Company's docks, for the rental duration. Permitted outside labor and all mechanics and or repairmen must check in with BVM management and shall show proof of, or have on file a "Certificate of Liability insurance" with a minimum limit of \$1,000,000 on a combined single limit basis written by a reputable and acceptable insurance company. A "hold harmless" agreement must also be executed and filed with BVM. Disposal of engine parts in marina trash cans is strictly prohibited. Disposal of oil in marina trash cans is strictly prohibited. Oil from your boat must be removed from marina. There will be no mechanical repairs permitted on the weekends in the slips. No outside labor of any kind is welcome in the marina during weekends. Notwithstanding the foregoing, the Owner may personally do any and all work on said vessel. If BVM needs to attend to your boat for any reason to insure the safety or for maintenance of your boat, the marina, other boats, pier pilings, or the waterway it will do so without your permission and without liability and charge accordingly. Example: cover problems, boat sinking, adjust lines, fire, discharging oil or fuel, dock maintenance and repairs, etc. There will be no plastic tarps used for boat covers and all boat covers must be in good shape.
7. Fueling your boat on marina property is prohibited. Do not fuel your boat at your slip or any location at marina, except the designated fuel pier. If there is ever a need to transport fuel to your boat (out of gas) while moored in the marina, please contact the marina management for assistance. Under no conditions may there be any lighted open flamed equipment on the docks.
8. There will be no parties (over six people on your deck) on the docks! Please move it to a suitable location off the dock and deck areas. You can use the picnic area that the Corps of Engineers has provided if you are expecting a larger crowd.
9. As a slip holder you agree to the rules and regulations of BVM. These may change and be amended at any time that BVM sees fit. These changes will be available to marina slip holders. A copy of the rules and regulations shall be maintained at the BVM offices. Minor offenses will be noted and the slip owner will be notified. Three minor offenses and the slip owner will be banned from marina with no refund. BVM reserves the right to cancel docking privileges at anytime without refund and without just cause at which time slip holder/boat owner is required to remove his boat immediately. A \$100 per day storage charge will be charged once slip holder/boat owner is given written notice to vacate said slip.
10. Owner acknowledges that fishing is not allowed within 50 feet of BVM docks. Any persons fishing around the docks hold full responsibility for any damage they may do to the dock, facilities, and/or any boat around the docks. BVM is not responsible for any damage to slip holders' boats, equipment or persons as a result of fishing activities. All passageways are to be maintained clear for passage by personnel.
11. You as a slip holder also hereby releases, indemnifies, protects, defends, will not sue, and will hold harmless Bluff View Marina and its owners, directors, officers, agents, partners, land owners, elected and appointed officials, associates and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the marina, or arising from the slip holder's occupancy or presence at the marina, or from any activity, work, or thing done, permitted or suffered by the slip holder in or about the marina, or from any breach or violation of the rules and regulations of Bluff View Marina or due to any other act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees.