



Be Legendary.™

SLIP RENTAL AGREEMENT

NORTH DAKOTA PARKS AND RECREATION DEPARTMENT

SFN 60038 (09-2022)

**Indicates Required Field*

*Name of State Park (location of marina)	*Marina Slip Number	*Park Telephone Number	
*Address	*City	*State	*ZIP Code

PARTIES

In consideration of the terms set forth below, this rental agreement (Agreement) is entered into by the North Dakota Parks and Recreation Department, hereinafter known as (NDPRD) and the TENANT (named below):

*Name of Tenant	*Home Telephone Number	*Work Telephone Number	
*Email Address			
*Address	*City	*State	*ZIP Code

TERMS OF AGREEMENT

Inclusive Dates From _____ To _____	Wet Mooring Term (slips) <input type="checkbox"/> Seasonal <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly <input type="checkbox"/> Daily
Buoyed Mooring Term (26 foot or less) <input type="checkbox"/> Seasonal	Dry Dock Term <input type="checkbox"/> Seasonal <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly <input type="checkbox"/> Daily

SCOPE OF AGREEMENT

NDPRD, in consideration of the rental rate to be paid by TENANT, hereby leases to TENANT the following described slip at marina named above:

Comments

VESSEL INFORMATION

TENANT's vessel, subject to this Agreement, is described as follows:

*Make	Model	Year	
Serial Number	*Registration Number		
Vessel Name	Length	Fuel Type	Power Needs (30 or 50amp)

SLIP RENTAL RATE AND SERVICES

Slip Rate	Buoyed Rate	Jet Ski Slip Rate	Total Lease Rate
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OFFICIAL USE ONLY

Deposit Payment Method <input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Check: _____	Payment Amount	Deposit Total	Balance Due
Balance Due Method <input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Check: _____	Payment Amount	Deposit Total	Balance Due

State Park	Marina Slip Number
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- 1. Termination:** This Agreement may be terminated by mutual consent of both parties or by NDPRD upon ten (10) days notice. Any infraction by the TENANT of the provisions in this Agreement, or as posted by NDPRD will allow NDPRD to cancel this Agreement upon ten (10) days notice, and upon termination of this Agreement the TENANT shall remove his vessel from the marina and premises.
- 2. Substitutions:** If TENANT desires to dock a vessel other than the one described above in paragraph four TENANT must first secure permission of NDPRD and pay any additional fees.
- 3. Customary Use:** TENANT agrees that only reasonable and customary use will be made of the docks and that no disturbance, nuisance, garbage, or unnecessary wear and tear will be permitted on the dock, and that the TENANT will keep dock free and clean of all obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the marina. TENANT is prohibited from installing or securing personal equipment to the dock unless approved by NDPRD staff in writing.
- 4. Electrical & Water Use:** Limited electrical and water is available for vessel hook-up. Additional rates are charged for electrical and water use.
- 5. Open Flame:** The use of torches or open flame, inflammable or toxic removers, or any other hazardous substance or equipment is prohibited.
- 6. Maintenance:** A TENANT may work on his own vessel if such work does not interfere with the rights, privileges and safety of other persons or property. NDPRD may require any person other than TENANT performing any work on the TENANT's vessel in the marina to first provide NDPRD with a standard certificate of workman's compensation and liability coverage
- 7. Payments:** Full payment for a slip rental must be received by NDPRD before a vessel may be slipped.
- 8. Rules & Regulations:** TENANT shall obey all park use rules, and regulations governing the park named above. Rules and regulations governing use of North Dakota State Parks is available at www.parkrec.nd.gov and is posted on campground bulletin boards.
- 9. Vessel Sinking:** In the event TENANT's vessel sinks while berthed in a slip, at dockside or in the marina waters, NDPRD may immediately, if the vessel is a safety hazard raise and remove and/or repair the vessel. All costs that NDPRD incurs in doing so shall be paid by TENANT.
- 10. Vessel Removal:** If TENANT fails to remove his vessel and property from the slip at the termination of this Agreement, TENANT shall pay to NDPRD the daily rental fee for each day the vessel or property is not removed.
- 11. Assignment:** TENANT cannot assign or sublease this Agreement without NDPRD written consent.
- 12. Indemnification:** TENANT agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims arising from TENANT's negligent or wrongful acts or omissions, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by TENANT to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. TENANT also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against TENANT in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.
- 13. Insurance:** TENANT agrees to keep vessel fully insured with complete marine insurance; including hull coverage and indemnity and/or liability insurance.

NDPRD does not carry insurance covering property of the TENANT. TENANT releases and discharges NDPRD from any and all responsibility or liability from loss, injury (including death), or damage of persons or property in connection with NDPRD docking facilities or Marina. This release and discharge covers without limitation of any loss of damage resulting from fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any act of God.
- 14. Compliance with Public Records Law:**
TENANT understands that, except for disclosures prohibited in this Agreement, NDPRD must disclose to the public upon request any records it receives from TENANT. TENANT further understands that any records that are obtained or generated by TENANT under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. TENANT agrees to contact NDPRD immediately upon receiving a request for information under the open records law and to comply with Park's instructions on how to respond to the request.
- 15. Force Majeure:** NDPRD shall not be held responsible for a delay or default caused by fire, flood, riot, acts of God or war if the event is beyond NDPRD's reasonable control and NDPRD gives notice to TENANT immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.
- 16. Merger and Modification:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.
- 17. Severability:** If any Agreement term or provision is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms are unaffected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain that term.
- 18. Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action commenced to enforce this Agreement must be adjudicated exclusively in the State District Court of the North Dakota county named below.
- 19. Spoilation:** TENANT shall promptly notify NDPRD of all potential claims that arise from or result from this Agreement. TENANT shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintain public safety, and grants to NDPRD the opportunity to review and inspect the evidence, including the scene of an accident.
- 20. Right of First Refusal:** This Agreement shall terminate at the end of slip rental period. An Owner occupying summer dockage for one year may continue to occupy the same space in subsequent years, but this privilege is not guaranteed by the Marina. If you desire summer dockage next season, a new agreement must be signed by October 15th or the Marina makes no representation or guarantee as to the availability of the slip location.

SIGNATURES

<input type="checkbox"/> TENANT certifies that this Agreement has been read and its contents are fully understood. TENANT further certifies that TENANT has examined the space in which the subject vessel is to be placed and finds it suitable and acceptable.	
<input type="checkbox"/> By checking this box and typing my name below, I am signing this document electronically. I agree that my electronic signature is the legal equivalent of my handwritten signature. I agree that the electronic signature appearing on this document has the same validity and enforceability as a handwritten signature.	
*Tenant Signature	*Date
*Signature of Park Representative (typed signature is the legal equivalent of a handwritten signature)	*Date