Send signed copies of contract and proof of insurance to ➡

EAST HARBOR MARINA
2188 N. Buck Rd.
Lakeside, OH 43440
(419) 734-2289
www.hotymarine.com

MAKE CHECKS PAYABLE TO:
EHSPM, LLC

(Return contract if not accepted or cancelled.)

2027 Dock Contract	
Dock Price	$ _____
GB (10%)	$ _____
Total	$ _____

Finger No	Dock Tag No.	Mylar Permit No.

Licensee Name			
Licensee Address	**City**	**State**	**Zip**
Summer Address	**City**	**State**	**Zip**
Home Phone	**Work Phone**	**Cell Phone**	**E-Mail**

Make of Boat	Type	Length
Boat License No.	**Boat Name**	Office Use Only **Registration** N R **Insurance** N R

The licensee is subject to all laws and rules of the State of Ohio, the Division of Parks and Recreation and the provisions set forth in this license as follows:

1. EHSPM, LLC and/or the State of Ohio their parent company, affiliates, employees and agents, shall not be responsible for or have any liability whatsoever for any loss, damage or injury (including loss of life) to persons or property (1) occurring on the Marina premises or in its storage space; (2) associated with the Licensee's vessel(s), motor, cradle, trailer, accessories or other property including, but not limited to, dock box, fenders, tools and associated equipment; or (3) resulting from a loss due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, tornado, or any other casualty loss. Licensee agrees to cover the aforesaid risks by appropriate insurance without subrogation against EHSPM, LLC.

2. Boat will not be launched, permitted at the Marina Dock, and/or cannot be removed from the Marina, as applicable, before all storage, dockage, repair and other charges that may be owed to Hoty Marine, whether under this or other contracts with Hoty Marine, are paid in full.

3. Docks are available for use April 1 through October 31. Dock use may be reasonably extended or truncated at the sole discretion of Hoty Marine. Hoty Marine does not guarantee use of other facilities and amenities (i.e. restrooms, common areas, pool) or utilities, or may limit such use, prior to April 1 or after October 15, and such limitations shall not be cause for termination of this agreement or pro-ration of costs. Hoty Marine is not liable for any damage caused by freeze.

4. The licensee agrees to remove the above described boat or cause same to be removed from the waters of the aforesaid state park by October 31. Failure to do so shall constitute valid grounds for to remove said boat and to dispose of the same to satisfy any unpaid storage fees or charges levied in accordance with the provisions of the law and rules and regulations of the Division of Parks and Recreation.

5. The licensee agrees to berth the above described boat with continuity in the space assigned by this license for personal use only and to not sublease or transfer occupancy or use of said space to any other person or boat.

6. The State of Ohio, Division of Parks and Recreation reserves the right to lower state lakes at any time for subsurface maintenance or capital improvement projects and to order removal of boats from licensed docks for such purposes.

7. EHSPM, LLC shall have the right to terminate this license without cause assigned by giving in writing to the licensee 24 hours notice prior to such termination. In such event the licensee shall be entitled to pro rata refund of rental paid; provided, further, that no refund shall be made if termination of this license is due to the licensee's violation of any laws or rules or provisions set forth on the reverse side of this license or failure to comply with any condition stipulated herein.

8. Ownership of any watercraft docked under the license granted by this application will be assumed and accepted by the undersigned applicant as the owner.

9. While licensee is berthed within the confines of East Harbor Marina, a minimum of liability insurance will be carried on the contracted boat.

10.The following cancellation fee schedule will be applicable upon the cancellation of a dock lease. Cancellations are based upon total contract amount and not the deposit: 15% before 1/1/27; 30% before 3/1/27; 50% before 4/1/27- No rebates after April 1st.

Remarks: **MYLAR STICKERS MUST BE PICKED UP AT MARINA BEFORE DOCKING BOAT.**

EHSPM, LLC

By: _____
Signature Date

LICENSEE

By: _____
Signature Date

_____
Signature Date

Please read both sides of this contract before signing

STIPULATIONS

1. No garbage, cans, bottles, wire, oil, paper, sewage or waste material of any kind shall be thrown, deposited or permitted to fall into the water or upon the docks, piers, walkways or shore area of the dock site; nor shall the docks, piers, walkways or shore area be used by the licensee as a storage place for any gear or equipment. Owner will comply with Ohio EPA's solvent contaminated wipe rules. See copy on file in office or https://dam.assets.ohio.gov/image/upload/epa.ohio.gov/Portals/32/pdf/Solvent%20Wipes.pdf

2. Every boat in a dock space or tie-up space shall be fastened properly and securely and in such a manner as to avoid fouling or collision with any adjacent watercraft or other property.

3. Signs, placards or commercial displays are prohibited on any dock, pier, and walkway or shore area.

4. Watercraft containing a sink, toilet or sanitary system shall not be used, operated or docked on any state lake unless such sink, toilet or sanitary system is removed or sealed or made to drain into a tank or reservoir which can be pumped or carried ashore for disposal.

5. All boats entering, leaving or passing a docking area or marina shall be operated at such speeds as preclude a wake or waves causing discomfort, injury or damage to persons, watercraft or property.

6. Boats moored at any licensed dock or licensed tie-up space shall not be used for the purpose of sleeping thereon overnight except for those at designated areas.

7. Violation of any watercraft laws of the State of Ohio or rules of the Division of Parks and Recreation by an occupant, owner or operator of a boat licensed to dock on any state park lake may be cause for immediate termination of said license applying to such boat by the aforesaid division with no refund due.

8. No fireworks, firearms or weapons of any kind are allowed on grounds at any time. Violators will be subject to immediate termination of this agreement, removal from the Marina, and prosecution.

9.No person other than Owner, or the Captain employed by the Owner, shall work on property of Owner at the Marina without the prior approval of the Marina and copy of an insurance policy on file and such work shall be done during regular working hours of the Marina and at the full responsibility and liability of Owner. Owner shall indemnify and hold Marina harmless for any and all acts or actions of Owner or agents of Owner for damages caused to Marina property or other persons or property by Owner or Owner's agents. All persons employed by Owner on vessels are subject to approval by Marina Manager.

10. Owner acknowledges that EHSPM, LLC and /or Marina is not a bailee, nor an insurer of the Boat or other personal property of Owner, nor shall EHSPM, LLC and/or Marina provide any insurance coverage for the Boat or personal property for the benefit of Owner against fire, theft, vandalism, acts of God or other damages, casualty or personal injury. The Owner assumes all risks associated with the Boat and any other Owner personal property while handled by or while on Hoty Marine or Marina property

11. Licensee is responsible for condition and maintenance of each privately constructed dock in use. Docks requiring replacement shall be reconstructed according to state specifications available at park office.

12. Licensee of state dock is responsible for neat appearance of dock and immediate area of the licensed dock. Maintenance and repair of dock will be made by the state as required.

13. Licensee will switch off any electrical appliances when not in boat or on marina grounds including but not limited to fans, heaters and air conditioners.

14. All hoses connected to marina water supply will have a nozzle attached at end of hose that will block water flow when not in use.

15. Swimming from docks is prohibited.

16. All taxes and assessments associated with a private dock are the responsibility of the licensee.

17. No person, who is a holder of a valid and current dock license for a state-owned dock or tie-up space, shall fail to occupy said dock or space with the watercraft described on the dock license before June 1st, annually; after May 10th annually, no person shall permit such dock or tie space to remain unoccupied by the watercraft described on the dock license for a period in excess of twenty-one (21) consecutive days. Upon written application made to the area manager stating and substantiating hardship or other unexpected or special circumstances and at the discretion of the area manager this time period may be tolled for a reasonable period. In addition to any other penalty, which may attach to a violation of rule 1501:41-12-11 "Dock Occupancy Date," the dock license of such violator and all rights and privileges attached thereto shall be revoked.

18. By providing your email address, you are granting Hoty Marine permission to email you. You can revoke permission to mail to your email address at any time using the SafeUnscribe® link found at the bottom of every email.

19. Sometimes photographs, video footage or other images of the marina in general, customers and their invitees are taken during activities or for promotional and archive purposes. The images may then be presented in various manners including on advertisements, brochures, and on the internet. By signing this agreement you consent, on behalf of yourself and your invitees, to use by the Marina of any image taken for these purposes.