



451 Lees Ford Dock Road
Nancy, KY 42544
Tel: 606.636.6426 | Fax: 606.636.6872
www.leesfordmarina.com

October 13, 2022

Dear Lee's Ford Family,

Thank you for being part of another fantastic season on Lake Cumberland! As the 2022 season draws to a close, we have already turned our attention towards continuing to improve upon our amenities and customer service across the entire marina. This season brought with it several big improvements that we have received positive feedback on, including the expansion of the parking lot and the addition of the bar and back deck at the Harbor Restaurant. For the upcoming season we want to continue that trend by adding the staircase access from the middle of the parking lot to the covered cruiser docks, building a new bath house expansion for the cruiser docks, and the addition of a 'dog park' for the cruiser and houseboat areas.

This past season also brought some uncertainties and challenges for our marina operations. As you are likely aware, labor and materials costs have both increased at an alarming rate. Cost increases have been felt on everything from fuel to insurance and finding good employees to be part of the Lee's Ford team has become increasingly difficult. We have done our best to manage these issues and absorb a number of these costs. Going forward, we will continue to manage through these headwinds as best we can while still providing our slip holders the best customer experience possible.

You will find our 2023 Contract attached. This year we are continuing our use of DocuSign for slip contract renewals. The slip rates are located on the last page of the slip agreement. On page 2 of the slip agreement, there are 3 different payment options for you to choose from. If you pay before December 1st, 2022, you will receive a 5% discount on your overall slip rate! If you have any questions or concerns, please do not hesitate to contact a staff member here at Lee's Ford to assist you.

Reminder: We must have updated insurance, registration, and title for you to be able to pick up your parking pass for the new year beginning April 2023.

Thank you,

Jimmy & Lee's Ford Marina Management

Lee's Ford Marina
SLIP RENTAL AGREEMENT -2023

Annual: (APRIL 1, 2023 – MARCH 31, 2024) Seasonal: (APRIL 1, 2023 – OCTOBER 31, 2023)

Boat Owner Information: _____

Email: _____

Boat Owner's Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ Cell Phone: () _____

1st Vessel Rate & Slip Preference:

Annual Slip Number: _____ **Seasonal** Slip Number: _____

Annual Slip Amount: \$ _____ **Seasonal** Slip Amount: \$ _____

Extended Slip Amount \$ _____

Prorated/Discount Amt: \$ _____

Prorated/Discount Amt: \$ _____

Total Slip Amount: \$ _____

Total Slip Amount: \$ _____

Boat Name: _____

Boat Description: _____

Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft

Registration State/No Attach Copy of Title. _____ **2023** Year or Port of Call: _____

1st Vessel Insurance Information:

Certificate of Insurance, Registration, & Title or Equivalent Document must be provided for each vessel (NO EXCEPTIONS)

Insurance Carrier: _____

Agent Name: _____ Phone Number: (_____) _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No.: _____ Policy Exp Date: _____

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2nd Vessel Rate & Slip Preference:

Annual Slip Number: _____ **Seasonal** Slip Number: _____

Annual Slip Amount: \$ _____ **Seasonal** Slip Amount: \$ _____

Extended Slip Amount \$ _____

Prorated/Discount Amt: \$ _____

Prorated/Discount Amt: \$ _____

Total Slip Amount: \$ _____

Total Slip Amount: \$ _____

Boat Name: _____

Boat Description: _____

Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft

Registration State/No Attach Copy of Title. _____ **2023** Year or Port of Call: _____

2nd Vessel Insurance Information:

Certificate of Insurance, Registration, & Title or Equivalent Document must be provided for each vessel (NO EXCEPTIONS)

Insurance Carrier: _____

Agent Name: _____ Phone Number: (_____) _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No.: _____ Policy Exp Date: _____

3rd Vessel Rate & Slip Preference:

Annual Slip Number: _____

Seasonal Slip Number: _____

Annual Slip Amount: \$ _____

Seasonal Slip Amount: \$ _____

Extended Slip Amount \$ _____

Prorated/Discount Amt: \$ _____

Prorated/Discount Amt: \$ _____

Total Slip Amount: \$ _____

Total Slip Amount: \$ _____

Boat Name: _____

Boat Description: _____

Make/Model: _____ Length: _____ Beam: _____ Mfg. Year: _____

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Personal Watercraft

Registration State/No Attach Copy of Title _____ 2023 Year or Port of Call: _____

3rd Vessel Insurance Information:

Certificate of Insurance, Registration, & Title or Equivalent Document must be provided for each vessel (NO EXCEPTIONS)

Insurance Carrier: _____

Agent Name: _____ Phone Number: (_____) _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No.: _____ Policy Exp Date: _____

Grand Total Annual Slip Rent for 2023 \$ _____
Grand Total Seasonal Slip Rent for 2023 \$ _____

NOTE: Certificate of Insurance (2023) and Boat Registration (2023) Must be submitted **ON** or **BEFORE** April 1, 2023 for each Vessel before entering slip(s) at Lee's Ford Resort Marina. **NO EXCEPTIONS. ANY VESSEL(S)** already in slip(s) without documentation will be towed at **BOAT OWNER'S EXPENSE.**

**** Per KRS 235.230 (5), "the owner of a boat shall provide to the marina owner or his or her agent or employee the title, or equivalent documentation, for the boat" –Effective July 15, 2016**

Payment Options:

The Annual Slip Rental Amount May Be Paid Using One of the Following Payment Plans. A 3% processing fee will be added to slips paid for by Credit Card.

Please Initial Below:

_____ **5% DISCOUNT:** To receive a 5.00% discount off the annual rental amount, you will be required to pay in full the Annual Rental amount **postmarked no later than December 1, 2022.** Any contracts received after this date will void **DISCOUNT being APPLIED toward slip rental** and could result in the loss of current or preferred slip.

_____ **FULL PAYMENT:** You may defer payment of your entire annual rental amount until no later than March 1, 2023. The entire annual rental amount will be due by this date and you will **NOT BE ELIGIBLE FOR A DISCOUNT.** If any payment is not received by March 1, 2023 this could result in the loss of current or preferred slip.

_____ **EXTENDED PAYMENT OPTION:** You may spread your rental amount over the first 6 months of 2023. You may pay one-sixth (1/6) of the annual rental amount by each of January 1st, February 1st, March 1st, April 1st, May 1st, and June 1st. This option requires you to pay a 5% premium over the Full Payment Option.

MAKE CHECKS PAYABLE AND REMIT TO:

Lee's Ford Dock, Inc.
451 Lees Ford Dock Road
Nancy, Kentucky 42544

Slip Rental Fees May be Paid by Cash, Check, Visa, MasterCard, Discover, or American Express

ADDITIONAL TERMS

Lee's Ford Dock, Inc., a Kentucky corporation, hereinafter called "*Marina*" or "*we*", does hereby let to the undersigned boat owner, hereinafter called "*Owner*" or "*you*", one space for each boat as described above and which space shall be assigned by Marina in its discretion, subject to such rules and regulations as the Marina may make from time to time respecting the use thereof. It is understood by Owner that any reference to a boat or vessel herein, whether singular or plural, is applicable to each and every vessel moored at Marina.

- 1) **THIS AGREEMENT**: is for the *2023 boating season* unless modified or pro-rated in writing. It is mutually understood that the charges are based on an annual, seasonal, or monthly rental and that the rental fee for this space is payable in advance. The rental period will be for the stated dates for the type of contract selected. If this Agreement is terminated by the Marina due to Owner's breach of any term of this Agreement or a breach of the Marina's rules or regulations, whether by Owner or a guest of Owner, Owner will not be entitled to a return of any portion of the rental fee, regardless of whether or not the Marina relets Owner's slip. This will not be deemed a penalty or forfeiture, the parties agreeing that such unreturned rent is to compensate the Marina for the administrative and other costs associated with termination of this Agreement. By this reference, the rates and terms on Marina's 2023 Rate Card, attached page 8, are hereby incorporated into this Agreement and will establish the rental amount for your slip as set forth on the 2023 Rate Card. If Owner's boat remains in the slip after the end of this Agreement's term (or earlier termination of this Agreement) and Owner does not renew this Agreement in writing or enter a new agreement for rental of that slip from the Marina prior to the end of such rental year, Owner will be obligated to pay the Marina its daily transient rate for such slip from the end of this Agreement (or earlier termination) until a new agreement is entered or the boat is removed. If at any point during the term of this Agreement, owner is forty-five (45) or more days late with any payment to Marina, owner will be obligated to pay the Marina its daily transient rate retroactive to the original due date, and forward until the balance due is paid in full.
- 2) **MOORAGE RENTAL RATES**: are based on storage for the boat or boats described above. Any and all secondary auxiliary boats must have an assigned space subject to a storage charge for said space. This agreement is for the use of boat storage space only, and the right to use such storage space is not transferable. Owner's sale or replacement of the boat registered on this document does not constitute grounds for the termination of this Agreement. If Owner desires to transfer the slip to another boat owner, it must request the Marina's consent in writing. If the Marina consents, any new boat to occupy a slip may not be larger than the boat originally registered under this Agreement and the new boat's owner must enter a new slip rental agreement with the Marina (but the original Owner will not be relieved of its obligations hereunder).
- 3) **PERSONAL INJURY & PROPERTY LOSS**: The storage space is to be used at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury to himself or herself, family, employees, invitees, guests and agents arising out of, or in connection with, the condition or use of the Owner's boat, motor, and accessories, or the use of the Marina premises or facilities. The Owner, for himself or herself, heirs or assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above-described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not considered under this agreement as an insurer of the Owner's property, and all parties expressly agree that, at no point during the term of this agreement, shall a bailor/bailee relationship exist unless otherwise agreed upon in writing. The Owner is responsible for and shall indemnify Marina for any and all loss or damage to the slip, dock or other Marina property (or property of third parties) caused by Owner, its guests or boat, such indemnity shall include Marina's costs and expenses (including reasonable attorneys' fees).
- 4) **OWNER'S LIABILITY**: The Owner shall be required to carry bodily injury and property damage liability insurance in an amount sufficient to cover any and all damage caused by, or in the proximity of, the Owner's vessel.
- 5) **ELECTRICAL SERVICE**: If electricity is supplied to the rental space, a charge for electricity used, plus a meter charge, will be assessed and billed monthly. Any and all electrical lines, fixtures, accessories etc., which are connected directly or indirectly to Marina provided electrical supply must conform to current U.S. Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. 30-amp service requires 10-3 S.O. marine cable and 50-amp service requires 6-4 S.O. marine cable and connections. Service breakers must be turned OFF when the boat is unplugged or away from its slip space.
- 6) **ADDITIONAL UTILITIES**: (a) Fresh water service is available during mild weather months only, and is supplied at no charge to Owner. It is required that water be shut off when the boat is unoccupied. Owners found to abuse the Marina's fresh water supply may be billed for those abuses; (b) Connection to local cable television services, where provided, is available at no charge to Owner. An approved marine cable television connection is required to access this service; (c) Telephone service is not provided nor is it guaranteed by the Marina. Phone connections and service may only be provided by Marina's designated service provider. Connections to telephone service require a marine approved, weatherproof cable and connections along with a marine receptacle installed ship side. Any and all connections must be approved by the Marina in advance of installation or use.
- 7) **ADDITIONS OR ALTERATIONS**: of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon its

installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.

SLIPS ARE FOR THE PRIVATE USE OF OWNERS:

- (a) Subleasing of slips, transfer of boats between slips or from one slip space to another, or leasing, renting or Chartering of boats, shall not be allowed except with written prior approval from the Marina.
 - (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to a new assigned slip.
 - (c) **BOATS OFFERED FOR SALE** within the marina lease area must be registered with the Marina's broker, Top Shelf Marine Sales, Inc. d/b/a BuyaBoat.net. Those vessel Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited within the Marina lease area (see paragraph (f) section 10 under Harbor Rules and Regulations). Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by any person. Unless prior written approval is granted by the Marina Agents/Brokers and/or like Associations will be prohibited to operate within the Marina lease area. The rules set forth in this section apply to the promotion and sale of boats, additions, and accessories to include merchandise and or services.
 - (d) Owner agrees that during any period the slip assigned to Owner is vacant, that the Marina may moor boats in such slip in Marina's ordinary course of business (e.g. during the process of moving boats, performing maintenance, etc.), but the slip will be returned to Owner's use upon the return of Owner's boat. Owner will not owe Marina for any electric used by the Marina at the slip and Marina will not owe Owner any rent or other sum for such use.
 - (e) Owner agrees to place, in areas on the boat acceptable to the Marina that are visible from the header pier, boat identification stickers (e.g. stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed out to the Boat Owner.
 - (f) Anyone that wants to move or exchange slips must notify marina management and fill out a slip transfer form. If this is not followed the Marina is not responsible for electric meter reading errors or anything else that becomes of not following the proper process.
- 8) **EVENT OF EMERGENCY:** Owner agrees that in the case of emergency or maintenance work in the area of the slip space, the Marina may move the boat from said rented space to another mooring within the marina.
- 9) **HARBOR RULES AND REGULATIONS:** Owner agrees to abide by the following general rules and regulations, and such additional rules and regulations as may hereafter be published and or posted by the Marina:
- (a) Maximum vehicle speed limit in parking areas is 10 mph and the Marina reserves the right to limit and govern parking within the Marina lease area. **PARKING IS PROHIBITED WITHIN 50 FEET OF MARINA WALKWAYS.**
 - (b) Gasoline, motor boat fuel or flammable liquids may not be transferred from shore onto docks, slips, or boats unless done so by employees or agents of the Marina. Fuel or oil may not be discharged or bilged into the waters of the marina or onto its roadways or parking areas.
 - (c) While occupying or cruising in the Marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the shore, docks, slips, spaces or walkways. Nor will any dock, slip, walkway, or shore area be used as a storage space for any gear or equipment unless authorized by the Marina in writing. Refuse oil or flammable liquids must be deposited in receptacles provided for those purposes.
 - (d) The Owner is responsible for the conduct of any and all persons using, visiting, or occupying his or her boat while such persons are within the Marina lease area.
 - (e) Swimming, diving or bathing is prohibited within the waters of the Marina, except at such times and places as may be set apart for such purposes.
 - (f) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.
 - (g) The wake created by all boats operated within the harbor must not cause damage or discomfort to the boats berthed or their occupants (the harbor's idle speed zone entrances and exits are clearly marked) A boat owner is responsible for any and all damage caused by the wake created by his or her boat.
 - (h) Noise will be kept at a minimum at all times. Owners and their guests shall use discretion in operating engines, generators, radios, stereos, televisions and other equipment, so as not to create a disturbance or nuisance. After the hour of **12:00 am** and before the hour of **8:00 a.m.** a state of general quiet shall prevail. Owners will be subject to a \$100.00 Fee for each violation of the policy.
 - (i) Pets, though not encouraged, are permitted only if enclosed or leashed and do not disturb or threaten other tenants. They may be toileted only on the land areas adjacent to the Marina, and away from public traffic or use areas. Owner is responsible for cleaning up after and properly disposing of his or her pet's waste when toileted.

Pets may not be tied to docks or walkways. Owner Takes full responsibility of pet. Owners will be subject to a \$50.00 Fee for each violation of this policy.

- (j) Vendors are not permitted to conduct business or provide services in the Marina's lease area unless such vendors are approved by the Marina and placed on the Marina's list of approved vendors. Owners may contact Marina management to determine if a vendor is approved. All such vendors on the Marina's approved list must provide the Marina with copy of required proof of insurance with evidence of satisfactory insurance that names the Marina as an additional insured. No boat shall be repaired or constructed within the Marina lease area unless in case of an emergency, when special permission must be obtained.
- (k) Long-term trailer parking is prohibited on Marina property. Trailers left on marina property are subject to removal at any time if deemed necessary by marina staff. Marina is not responsible for any trailers on the property.
- (l) **Garbage service provided by Lee's Ford shall be at 9:00AM and 7:00PM each day during the summer, (May 26, 2023 through September 4, 2023).** Owners shall place all refuse in garbage bags, which shall then placed in a Toter 48-Gallon Greenstone Granite Indoor/Outdoor Garbage can. No other style will be accepted. Customers on docks D, E, F, G, H, I, J, K, SI, SJ, GP, and SG shall place all refuse in garbage bags which shall then be placed in the containers provided by Lee's Ford located at the beginning of the dock beside the entrance gates, or by the restrooms. No construction or other inappropriate materials shall be placed for pickup by Lee's Ford and only normal household-type refuse is acceptable. Lee's Ford reserves the right to assess a \$50.00 fee for each violation of this policy. Garbage service is provided at the discretion of Lee's Ford and is subject to cancellation at any time.
- (m) Owners, and their guests, must at all times be courteous to other boat owners, guests at the marina and Marina staff. This rule applies to both the marina and other Marina lease areas, including the cottages, Harbor Restaurant and parking areas. Use of foul language, Nudity discourteous behavior or any other behavior that, in the opinion of the Marina's management, is disruptive or discourteous will constitute a breach of this Agreement and the Marina's rules and regulations. Possible sanctions for violation of this rule can result, at the discretion of the Marina's management, in immediate removal of the offender from the Marina and, as with all rules and regulations of the Marina, termination of this Agreement. Each Owner is responsible for the conduct of any and all persons using, visiting, or occupying the Owner's boat while such parties are within the Marina lease areas.
- (n) All vessels shall be properly maintained mechanically, and kept in a clean and orderly condition insofar as the Exterior appearance is concerned. Marina reserves the right to, at its sole discretion, enter upon and repair or clean any vessel exhibiting conditions inconsistent with this provision at Owner's expense. No laundering or drying of laundry, including swimsuits and towels is permitted on any deck or rigging of any Vessel or on the common areas.
- (o) No golf carts or gas-powered vehicles of any kind are permitted on docks.
- (p) Notwithstanding anything continued herein, in the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation, or the environment, the Lesser may correct said condition by removing the vessel by any means the Management deems appropriate. The Owner of the vessel shall be responsible for all costs associated with said corrections. Lessee must maintain his/her vessel in a state of readiness for movement in case of fire or evacuation. Lessee will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take action as necessary and prudent to safeguard Lessee's vessel and situation to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the vessel and make any repairs required to make the vessel safe and free from defects which may endanger life, property, or natural environment.
- (q) Lessee shall be responsible for notifying Marina of any **Arrival/Transfer/Departure** of vessel(s) this must be accomplished by execution of Marina's Slip Arrival/Transfer/Departure form.
- (r) All propane tanks/grills must be strapped down or secured while on Lee's Ford Marina Property. They are not To be located on the main walkways of the marina
- (s) Fireworks are prohibited in the Marina and on all associated property

10) **SECURITY INTEREST FOR UNPAID AMOUNTS:** Owner hereby grants Marina, pursuant to KRS 376.270, and KRS 376.272, and or applicable federal admiralty law, a security interest in (and Marina has a lien against) the described boat (and any other boat in the rented slip), her appurtenances and contents, to secure all amounts owed to Marina under this Agreement, any and all other sums owed by Owner to Marina, including, without limitation, for unpaid sums due for use of moorage facilities or other services, or for damage caused or contributed to by the described boat or by Owner to any property of Marina or any other person. Marina may exercise any and all remedies set forth in paragraph 14 below and as otherwise available under state and federal law, including the Uniform Commercial Code in connection with the security interest granted hereby, including arresting the boat, taking possession of the boat, and the sale of boat and its contents.

11) **FORUM CLAUSE:** The terms of this agreement are governed by the laws of the Commonwealth of Kentucky and the parties agree that the parties agree that the legal forum for any dispute in this agreement will be Pulaski County, Kentucky.

12) **COLLECTION COST:** If a breach in this agreement occurs, Owner agrees to pay to Marina its attorney's fees, court cost, and all other expenses incurred in collecting, or attempting to collect payment, in accordance with the laws of the

Commonwealth of Kentucky.

- 13) **SEVERABILITY**: If any provision of this Agreement or the application of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications; and to this end, the provisions of this Agreement of the Commonwealth of Kentucky.
- 14) **REMEDIES**: Should a breach of this Agreement or violation of posted rules and regulations occur (which breach or violation shall be determined in the sole discretion of the Marina), the Marina may: 1) immediately convert the Owner's payment schedule to the daily transient rate and/or 2) terminate this agreement by written notice to Owner at the address shown on this document. Said termination shall become effective 15 days after such notice is given. Within such 15 days Owner shall pay all sums due to the Marina and remove the boat and all personal property from the premises. Should Owner fail to remove the boat, Marina may remove the boat from the docking space, at Owner's risk and expense, retake the docking space, and/or thereafter sell such boat and all items therein or thereon and apply the proceeds to the amounts due. Marina may, in lieu of or in addition to terminating this Agreement, notify the Owner of a breach or violation and remove a boat from its slip and prohibit access to the boat until the Owner pays all amounts owed to Marina and provides a reasonable means of removal of the boat from the Marina. Owner hereby agrees to pay Marina for any and all cost and expense, including attorneys' fees, in enforcing its rights under this Agreement. The Owner agrees that upon removal of the boat from the rental space, the Marina shall be and become involuntary depository with only the duties and responsibilities provided by law there under. The Marina may, at its discretion, invoke federal admiralty law and arrest the boat as permitted by federal statute.
- 15) **CREDIT IS EXTENDED AS A COURTESY AND MAY BE WITHDRAWN AT ANY TIME**:
- Owner agrees to pay a service charge of 1.5% per month (18% annual percentage rate) on any Slip Rental charge, Marina charge, Electrical and/or other charge(s) that remain outstanding on the 10th of the following month (allowing a ten day grace period).
 - Owner's failure to pay any amount hereunder when due shall constitute a default hereunder and entitle Marina to all remedies available in paragraph 14 or at law or in equity.
 - The MARINA will extend credit for payments due under this contract and for purchases from MARINA facilities only to OWNERS who have registered a valid, VISA, MASTERCARD, DISCOVER or AMERICAN EXPRESS credit card with the Marina office. By registering a credit card at the Marina office, the OWNER consents to the placement on that credit card of any charges made on OWNER'S account, any payments due under this contract, and any other debt of OWNER to the MARINA. A 3% credit card processing fee will be added to all credit card payments.
- 16) **WAIVER**: of any one condition by the Marina shall not be deemed to be a continuing waiver.
- 17) **READ AND UNDERSTAND**: The undersigned Owner hereby agrees to the terms and conditions set forth above and agrees to abide by the Rules and Regulations of the Marina and appropriate governmental authorities as may from time to time be in effect. This Agreement shall be subject to the Marina's lease with the Army Corps of Engineers and the parties acknowledge that the Army Corps of Engineers is not a party to or responsible under this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and the United States of America.
- 18) **CASUALTY EVENTS**: If the dock or slip to which Owner's boat is assigned is destroyed by fire, lightning, windstorm or other reason, the Marina will diligently work to repair or restore the destroyed dock or slip as soon as practicable. However, during the period in which the dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Owner will not be entitled to a refund under this Agreement.
- 19) **NO MODIFICATIONS TO THIS AGREEMENT WILL BE ACCEPTED BY THE MARINA.**
- 20) **USE of boat by BUY-A-BOAT Customers**: OWNERS of boats listed with BUY-A-BOAT or Top Shelf Marine Sales with negotiated terms until the boat is sold will be allowed, unless the boat listed for sale is used for recreational purposes. If the MARINA determines that the boat is being used for recreational purposes, then the MARINA, in its sole discretion, may apply the applicable, annual or daily transient rate, for the slip.
- 21) **COVENANTS BINDING ON SUCCESSORS**. The covenants, conditions, and provisions contained in the Slip Rental Agreement are binding upon and shall inure to the benefit of the respective Parties thereto, their heirs, administrators, executors, successors, and assigns, including any party that may subsequently purchase the Marina. Whenever used in the Slip Rental Agreement, the word "Marina" shall be deemed to mean the Marina, its successors, its assigns, and any party that may subsequently purchase the Marina.
- 22) **The incorporated 2023 Rate Sheet is attached as page 8. It is also available in print at the marina, and is listed on our website under the Marina, Marina Moorage Rates at www.leesfordmarina.com/marina**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth beside each party's name.

MARINA:
LEE'S FORD DOCK, INC.

BOAT OWNER: *Signature Required*

BY: _____

X _____

(Signature, Boat Owner's)

ITS: _____

DATE: _____

DATE: _____


SHIP'S STORE HOUSE ACCOUNT: If you would like to establish a Ship's Store Account for the purpose of charging *fuel, electric, ice, slip fee(s), work orders* and *ship store purchases (food, clothes, shoes, etc.)* during the 2023 Annual Season, please complete the required information LISTED below. The credit card on file will be charged automatically for purchases made without notification to customer. A 3% credit card processing fee will be added to all credit card payments. Accounts are billed monthly and a statement of all charges will be e-mailed to the customer's e-mail address on file. By signing below, you authorize such charge(s) and the person(s) listed to charge to House Account.

Credit Card Number: LIST type of card you prefer to use for House Account

| Card Number | Type | Exp. Date | 3 / 4 Digit Code |
|---|---------------------|-------------|------------------|
| Sign for House Account: | | | |
| _____ | | _____ | |
| <i>Card Holder</i> | | <i>Date</i> | |
| Authorized to Charge to House Account: | | | |
| Name: _____ | _____ | | |
| | <i>RELATIONSHIP</i> | | |
| Name: _____ | _____ | | |
| | <i>RELATIONSHIP</i> | | |
| Name: _____ | _____ | | |
| | <i>RELATIONSHIP</i> | | |

2023 Moorage Rates

HOUSEBOAT/ CRUISER SLIPS Amenities

 E = Electric Included EM = Electric Metered
W = Water C = Basic Cable



451 Lee's Ford Dock Road
Nancy, Kentucky 42544

Bus: (606) 636-6426 Fax: (606) 636-6872
www.lee'sfordmarina.com

SEASONAL SLIPS

Seasonal Slip Rate - \$1,650.00 (April 1, 2023 – Oct. 31, 2023)
PWC Hydro Port - \$650.00
Mandatory \$500 if boats are left in slip after October 31, 2023
Annual Houseboat Customers (ONLY) receive an additional 35% discount on SA, SB, SC slips

DESIGNATED OVERNIGHT SLIPS

Overnight \$40.00 per day (Uncovered w/out electric)
Daily Transient Rates for Annual/Seasonal Slips \$1.50 per vessel foot per day or \$45 per night whichever is greater

WORLD CLASS MARINA

Lee's Ford Closest Marina to I-75 on Lake Cumberland
Lee's Ford Closest to the Airport
Lee's Ford Closest to the only Major Regional Hospital on Lake Cumberland
Lee's Ford Minutes away from Somerset Shopping
Natural Protected Harbor – Less exposure in severe weather, less rocking due to wind & boat wakes
Parking Passes for Managed lower-level Parking lot for Slip Customers
Ship Store on Site (Marine Supplies, Nautical Gifts, Apparel Groceries, Fishing Supplies, etc.)
Special Events for Slip Customers Year Round
Full-Service Fuel Pier with Pump-Out Station
On Site Restaurant with accommodations for large groups (Reservations needed for group parties)
Boutique within Restaurant
Trash Service during Season (May 26 - Sept. 4)
Bathrooms, Shower House and Laundry Facilities
Shuttle Service to Restaurant & Parking Areas
Golf Cart Service to your boat (from boat launching pad)
Access to Swimming Pool, Tennis Courts, & Basketball.
Winter Water Service "Docks A, B, C, D,E, F, G, I, J,K,L, M, N"
Boat Brokerage: www.buyaboat.net

April 1, 2023– March 31, 2024
Electric billed to slip customer where metered
End Slips: Additional \$500 Premium
Two passes for Lower-Level Parking per Slip
Mandatory overnight billing rate if boat is left in slip without a contract on April 1, 2023

RATE X Sq. ft = VESSEL PRICE OR MINIMUM SLIP PRICE

"A" Dock VESSEL Rate MINIMUM PRICE Amenities

| | | |
|----------|------------------------------|----------|
| 18 X 66 | \$4.00 /sq. ft OR \$6,350.00 | EM, W, C |
| 22 X 66 | \$4.25 /sq. ft OR \$7,097.00 | EM, W, C |
| 24 X 66 | \$4.45 /sq. ft OR \$7,843.00 | EM, W, C |
| 24 X 80 | \$4.30 /sq. ft OR \$8,653.00 | EM, W, C |
| 24 X 100 | \$3.75 /sq. ft OR \$9,688.00 | EM, W, C |

"B" Dock VESSEL Rate MINIMUM PRICE Amenities

| | | |
|---------|-------------------------------|----------|
| 18 X 70 | \$4.00 /sq. ft OR \$6,661.00 | EM, W, C |
| 22 X 70 | \$4.25 /sq. ft. OR \$7,532.00 | EM, W, C |
| 24 X 70 | \$4.30 /sq. ft. OR \$8,217.00 | EM, W, C |

"C" Dock VESSEL Rate MINIMUM PRICE Amenities

| | | |
|---------|-------------------------------|----------|
| 18 X 40 | \$3.80 /sq. ft OR \$4,930.00 | EM, W, C |
| 21 X 60 | \$4.00 /sq. ft OR \$5,267.00 | EM, W, C |
| 21 X 80 | \$4.20 /sq. ft. OR \$6,721.00 | EM, W, C |

"C" Covered Rate Amenities

| | | |
|--------------|-------------------------|----------|
| 22 X 60 X 21 | \$9,337.00 (Shore Side) | EM, W, C |
| 22 X 80 X 21 | \$10,742.00 (Outside) | EM, W, C |

"D" Covered Rate Amenities

| | | | |
|-------------|------------|-------|------|
| 10 X 18 X 7 | \$2,487.00 | 01-18 | |
| 10 X 27 X 9 | \$3,853.00 | 30-51 | E, W |

"E & F" Covered Rate Amenities

| | | |
|--------------|------------|------|
| 11 X 28 X 13 | \$4,266.00 | E, W |
|--------------|------------|------|

"G & M" Covered Rate Amenities

| | | |
|--------------|------------|----------|
| 12 X 32 X 14 | \$4,979.00 | EM, W, C |
|--------------|------------|----------|

"I" Covered Rate Amenities

| | | |
|--------------|------------|----------|
| 14 X 34 X 16 | \$6,306.00 | EM, W, C |
|--------------|------------|----------|

"J" Covered Rate Amenities

| | | |
|--------------|------------|----------|
| 16 X 40 X 18 | \$7,301.00 | EM, W, C |
|--------------|------------|----------|

"K & L" Covered Rate (double wide) Amenities

| | | |
|--------------|------------|------|
| 11 X 30 X 12 | \$4,081.00 | E, W |
|--------------|------------|------|

"N" Covered Rate (double wide) Amenities

| | | |
|--------------|------------|------|
| 12 X 24 X 14 | \$4,979.00 | E, W |
|--------------|------------|------|



Guest Food & Service



Full Service Bar (beer, wine, & mixed drinks)



Open year Round

Harbor
Restaurant + Tavern