



CLINTON MARINA

Slip: _____

2025 CONTRACT FOR WET SLIP

This agreement is made between The City of Clinton, Iowa, doing business as Clinton Marina ("Marina") and _____ ("Owner") and governs the rental of a slip at the Marina for the Owner's boat described as (year/make/model)_____ ("boat").

The parties agree that in order for the Owner to be given first right of refusal for their slip rented in the prior year, this contract, along with at least a twenty-five percent (25%) down payment on the slip rental must be returned to the Ericksen Community Center Administrative Office no later than February 1, 2025. Failure to meet this deadline will cause Owner to forfeit his/her slip. Slips requested after February 1, 2025 will be assigned by Marina personnel as availability permits. There are no exceptions to this policy.

The Marina agrees to rent to the Owner a wet slip commencing on April 1, 2025 and terminating on October 31, 2025, subject to the following terms and conditions.

- The Owner shall pay the wet slip sum of \$_____ * (see attached invoice for any applied payments).
- Owner understands and agrees that the Owner's boat shall not be launched or removed from Clinton Marina property if Owner is delinquent on any payment or service charges due the Clinton Marina. By Owner's signature below, Owner agrees that non-payment of said sums automatically authorizes Marina to hold a legally enforceable lien on the boat which is the subject of this agreement. The Marina reserves all rights permitted by Iowa law to recover fees owed, including but not limited to, seizure and sale of the boat.
- Any boat abandoned on Marina property – i.e. without payment of fees due for storage and/or slip rental – for more than six (6) months following the last payment due may be seized and sold to cover any fees outstanding, as allowed by Iowa law.
- Clinton Marina assumes no liability for any loss, liability or damage for injuries to person or property arising out of storage of the boat either in or out of the water at the Marina. Owner understands, and Owner alone, shall carry insurance to protect the boat, property and persons against any and all losses, including weather, vandalism, flood waters and all other damage known or unknown. Owner indemnifies and holds harmless the Clinton Marina, the City of Clinton, Iowa, and all of its elected officials, employees, attorneys and assigns from any such loss, including but not limited to Acts of God, weather-related damage, both rising flood and low waters, vandalism, theft, and neglect of the boat by Marina staff. The Owner understands it is solely the Owner's responsibility to properly secure, cover, weatherproof, and care for Owner's boat. Owner understands that it is not possible or reasonable for Marina staff to monitor the slips or the grounds of the Marina at all hours and that the river is inherently dangerous due to changes in weather, flood stages, and access by vandals and other criminals. Marina makes no representations as to the security of the Marina against any hazard.
- Clinton Marina promises only to use reasonable best efforts to observe commonly accepted launching and recovery practices on the Owner's behalf. The Marina shall not be liable for minor surface scratches, rub marks, or other cosmetic damages during the launch or recovery process, or at any other time.

- Reasonable Accommodations may be considered on a case by case scenario in the event of high/low river levels, but no guarantees will be made.
- Owner must provide Clinton Marina with current certificate of insurance certifying the boat is insured to at least its fair market value.
- No assignment of rights under this agreement will be permitted.
- This agreement may be renewed at the Marina's option subject to possible changes to the terms and conditions. Marina typically transmits a renewal contract to owner approximately thirty (30) days prior to January 15 of the following rental year. **In addition to loss of the right of first refusal to retain the previous season's slip, failure by Owner to return executed copy of contract to Clinton Marina, along with the twenty-five percent (25%) may be denied right of renewal.**
- Owner acknowledges receipt of a copy of the Rules and Conditions of the Clinton Marina and agrees to abide by said Rules and Conditions with the understanding that failure to comply subjects this agreement to cancellation at the option of the Clinton Marina, with or without notice, and without refund of sums paid.

THIS IS A CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING

Signature of Boat Owner _____ **Date** _____

Slip renters may deduct five percent (5%) from the total slip rate if paid in full by February 1, 2025 and all previous accounts are current. All boats at the City of Clinton Marina must be operable and must have active, valid insurance on file at the Marina office.

Returning Boaters, ONLY fill in information that needs to be updated or is highlighted:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact: _____ Phone: _____

Boat information:

Make: _____ Model: _____ Registration: _____

Boat Name (if applicable): _____ Length: _____ Width: _____ Draft: _____

JET BOAT OR DINGHY/PERSONAL WATERCRAFT (JET SKIS)

Personal watercraft manufacturer: _____ Jet boat/dinghy or Jet ski: _____

License/Registration number: _____ Serial number: _____

Please submit your non-refundable 25% initial payment, along with this completed form/signed contract, and copy of current insurance by February 1, 2025 to secure your slip for the 2025 season. Failure to submit the above information/payment by this date will result in forfeiture of your slip. NO EXCEPTIONS! Please be sure to read the Rules & Regulations as well. Thank you.