Bluff View Boat Dock

93 Hwy AA Piedmont, MO 63957 www.bluffviewmarina.net 573-223-4849

For BVBD Use Only:

Slip #:

Payment Date:

2024 Annual Dock/Slip Application Personal Information

	Owner's Name:	Other:	_	
Phone	e Number:	Cell Phone:		
Email	Address:	Emergency	#:	
Street	:	City:	State:	Zip:
Owne	r's Secret Question:			
	Answer to Secret Question:			
Boat I	<u>nformation</u>			
Year:	Make and Model:		Length Over	· All (LOA):
Width	(beam):Boat Name	e:		
Moto	r Make:	Horse Power:	Year:	
□ Annua	New Customer - How were you referr al License Fees			
	al License Fees Item	Amount	(\$)	Notes
	al License Fees		(\$)	Notes
	Slip license fee (from Slip Fee page)		(\$)	Notes
	Slip license fee (from Slip Fee page) Boat Lift: \$ 400 for BVM supplied lift Boat hauling: \$75 per trip	Amount	(\$)	Notes
	Slip license fee (from Slip Fee page) Boat Lift: \$ 400 for BVM supplied lift	Amount		6 if paying for your slip via
	Item Slip license fee (from Slip Fee page) Boat Lift: \$ 400 for BVM supplied lift Boat hauling: \$75 per trip Boat dry-storage blocks (\$ 10 per limits)	Amount	Add 4.5%	6 if paying for your slip via

As a slip licensee of Bluff View Boat Dock, (BVBD) you recognize and are in agreement to, and accepting of the below terms and conditions in relationship to the boat noted regarding slip space from BVBD and/or assigned by BVBD.

- 1. Payments: A deposit of half of total slip fee is due on or before December 15, 2023 to reserve your slip space for the 2024 season. If no payment is received, your dock space (slip) may be reassigned. The remainder of the balance is due by January 30, 2024. If this payment is not received by January 30 your licensed 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 license 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 license shall be automatically renewed under the same terms and conditions as herein set forth. In the continuing years of this license, the yearly charge may increase. No refunds will be provided.
- 2. All boats must have valid, current registration, and meet Missouri state watercraft regulations. Slip licensees agree to not violate any US Government, State of Missouri, Corps of Engineers, or Bluff View Boat Dock statutes, laws, policies or regulations, which are expressly made part of this agreement by reference. Slip licenses are for a single vessel in the slip at a time. Licensee may not conduct any commercial activities in BVBD slip area.
- 3. Insurance: Each slip licensee 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 licensee. BVBD 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 BVBD 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. BVBD shall assume no liability for the condition of the vessel. You as Owner, slip licensee, 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 BVBD. All power must be unplugged from dock deck areas (tiki lights, other lights, fans, etc.) when not attended. BVBD 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 BVBD become and are property of BVBD. These structures, decks, patios, etc. can be modified or removed at any time by BVBD. BVBD 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 licensee shall be liable for any damage to the piers, docks or any other part of the marina, caused by the slip licensee, his Vessel, any modifications to the docks, the slip licensee'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 quests of members will be removed from the property and slip licensee may be removed and banned with no refund. The person or persons involved will not be allowed back to BVBD. You the slip licensee 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. 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. 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 BVBD 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 BVBD. In the event Owner is not occupying storage facilities, BVBD shall have the right to use as they desire. BVBD shall review and keep anonymous and act accordingly regarding complaints regarding other slip licensees. A slip licensee shall pay all of the BVBD costs, charges and expenses, including without limitation court costs and reasonable attorneys' fees incurred by the BVBD in connection with a slip licensee's breach or violation of the Rules and Regulations of BVBD or this agreement. Nothing shall be placed in licensee's slip that would obstruct clear view through the marina. No political signage/displays are allowed at BVBD. Licensee acknowledges the Licensor has the right of lien against the vessel occupying the slip in respect of all the Licensee's outstanding financial obligations and payments under this License and the Licensor may seize or secure the Boat until the Licensor makes payment in full.
- 6. Except by signed permission, there shall be no competitive or outside labor allowed in the marina of BVBD or on the Owner's vessel while lying at the Company's docks, for the license duration. Permitted outside labor and all mechanics and or repairmen must check in with BVBD 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 an insurance company approved by BVBD. A "hold harmless" agreement must also be executed and filed with BVBD. 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 BVBD 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 licensee you agree to the rules and regulations of BVBD. These may change and be amended at any time by BVBD. Minor offenses will be noted and the licensee will be notified. Three minor offenses and the slip license will be terminated with no refund. BVBD reserves the right to cancel docking license at any time without refund, without notice, and without just cause at which time slip licensee is required to remove his boat immediately. A \$100 per day storage charge will be charged once slip licensee is given written notice to vacate said slip. The license gives permission for the licensee to use the slip only at the licensor's discretion; it conveys no possession. This license does not create a lease or give the Licensee any rights of exclusive possession. The License may be revoked at the will of BVBD, conveys no ownership to Licensee, retains absolute control over the premises to BVBD, and affirms BVBD is supplying to Licensee all of the essential services required by Licensee's permitted use of the premises.
- 10. Owner acknowledges that fishing is not allowed within 50 feet of BVBD 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. BVBD is not responsible for any damage to slip licensees' 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 licensee also hereby releases, indemnifies, protects, defends, will not sue, and will hold harmless Bluff View Boat Dock 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 licensee's occupancy, presence, or use at the marina, or from any activity, work, or thing done, permitted or suffered by the slip licensee in or about the marina, or from any breach or violation of the rules and regulations of Bluff View Boat Dock or due to any other act or omission of any slip licensee or their employees, guests, customers, agents, licensees or invitees.