



MORSE LAKE MARINA

20999 Hague Road
Noblesville, IN 46062
(317) 984-3301

January 2, 2023

Dear Dock Customer:

Spring is just around the corner which means it will not be long before the boating season begins. Current slip holders: **It is very important that you respond by March 15, 2023 to renew your spot and be included for the drawing for a free slip.** Due to unprecedented demand, **if you miss the deadline, you will lose your slip.** If you wish to move closer or upgrade, please respond immediately so that we may best fulfill your request. New dock customers: You will be placed on a wait list until March 15th. At that time, **if slips are available**, placements will be made in the order in which payments are received. We have no idea what will be available until that date. **Reminder – per this agreement, sub-leasing a slip is not permitted without permission from the Marina and is grounds for immediate termination of the lease agreement if it occurs.**

A 50% deposit is required to reserve a slip. For your convenience, payments may be mailed by providing credit card information below or enclosing a check or money order. Returning customer contracts can also be emailed to morse.marina@marinalp.com. Remaining balances are due June 1, 2023. **Failure to pay in full by the June 1 deadline will result in forfeiture of the slip.** A \$100.00 fee will be retained for all slip cancellations.

Note to lift customers: It is your responsibility to provide accurate weight (including wake tower) and length of your boat to the marina office for proper placement. If your boat is not fiberglass, we need to know whether it is a pontoon or a tritoon.

HAVE A GREAT SUMMER! - Scott Durfey, Marina Manager

2023 DOCK PRICES FOR MORSE LAKE MARINA

<u>Dock</u>	<u>Price</u>	<u>Amount Due</u>
Half-Double Well	\$1925.00	\$ _____
Single Well (20ft.)	\$2360.00	\$ _____
Single Well (24ft.)	\$2500.00	\$ _____
Covered Single Well (20ft.)	\$3455.00	\$ _____
Covered Single Well (24ft.)	\$3600.00	\$ _____
Slip with Boat Lift (20ft.)	\$4070.00	\$ _____
Slip with Boat Lift (24ft.)	\$4290.00	\$ _____
Covered Slip w/ Lift (20ft.)	\$5230.00	\$ _____
Covered Slip w/ Lift (24ft.)	\$5395.00	\$ _____
Vinyl Cover System w/ Lift	\$5600.00	\$ _____
PWC Lift (sports port)	\$1120.00	\$ _____
Trailer Storage	\$ 400.00	\$ _____

Total Due: \$ _____

Storage Discount: \$ _____

Check here if you are a Winter Storage customer **50% Deposit (Min. of 50% Required):** \$ _____

Balance Owed: \$ _____

Boat and Trailer Information: Boat Make: _____ Trailer Make: _____

Pontoon Boat's IN#: _____ Color: _____

Tritoon Color: _____ Number of Axles: _____

Fiberglass Length/Weight: _____

(WEIGHT INCLUDING WAKE TOWER)

Credit Card Information: (Circle one) Visa MasterCard AMEX Discover
Card Number: _____ Exp. Date: _____ CVV: _____

**MORSE LAKE MARINA
2023 BOAT DOCK LEASE**

THIS AGREEMENT, made this _____ day of _____, 2023, by and between The Marina Limited Partnership, an Indiana partnership ("Lessor"), and _____

Whose address is _____, Zip Code _____ ("Lessee")

Phone Number: (home) _____ (work) _____ (cell) _____

E-mail Address: _____

WITNESSETH:

1. Lessor has this day leased to lessee Boat Dock # _____, at The Morse Lake Marina, located on Morse Reservoir, Hamilton County, Indiana, for a term beginning on March 15, 2023 and ending on November 15, 2023, unless sooner revoked by Lessor pursuant to the terms of this lease.
2. The rent for the subject boat dock shall be \$ _____, payable in full to Lessor by June 1, 2023, upon the execution of this lease. If rent is not paid by due date, Lessee will forfeit their right to use the slip. Lessee shall not assign or sublet this lease without the written consent of Lessor.
3. Lessor shall have the right to revoke this lease in the event that Lessee fails to comply with provisions of the lease or with any rule or regulation established by Lessor or the Citizens Energy Group regarding activities on Morse Reservoir or fails to maintain the leased boat dock or his boat in a safe and slightly condition at all times. Also, Lessor shall have the right to revoke this lease in the event Lessee fails to comply with any rule, regulation, statute, law or ordinance of any governmental body or agency.
4. Lessee may not install indoor-outdoor carpeting or other similar material on or around the boat dock, nor may lessee install electrical power to the boat dock or attach or install any fixture or appurtenance to the boat dock other than bumper padding around the boat dock.
5. Third party contractors are not permitted to work on boats at Marina docks or yard without prior authorization from Marina.
6. Lessee is not permitted to operate a business from the Marina docks or yard without prior authorization from Marina.
7. By execution of this lease, lessee acknowledges that lessor and its agents and/or employees are in no way responsible for providing any form of security for the leased boat dock or lessee's boat and that lessor and its agents and/or employees shall have no responsibility for any theft or vandalism to the boat dock or lessee's boat. NOTE: Lessor and its agents and/or employees shall not be held liable for any accident, injury, death or damage to any person or property that may occur on or about the leased boat dock. Lessee does hereby agree to indemnify and save lessor and its agents and/or employees harmless against and from all liability, loss, damage, cost, charge, or expense for, and upon account of, or arising out of, any injury (including death), to any person or persons (including the lessee), or damage to any property (including that of the lessee) in connection with this lease or the lease boat dock, that is due to any act or acts, whether by omission or commission, negligent or otherwise, of the lessee or any licensee, guest or invitee of lessee. Lessee agrees to carry and be responsible for insurance, including watercraft liability and watercraft contents and property damage in amounts acceptable to Lessor and, upon request, will provide evidence of proof of insurance to Lessor. Lessee shall not under any circumstance assign any claim against Lessor and is responsible to obtain the insurance company's waiver of the insurance company's rights to subrogate against Lessor. Lessee agrees to indemnify and hold Lessor harmless if any claim is filed on their behalf through their insurance company.
8. By execution of this lease, lessee acknowledges that Citizens Energy Group owns the water in More Reservoir and may lower the water level of Morse Reservoir. It is understood and agreed that Lessor shall make no refund of the rent to Lessee in the event the water level of Morse Reservoir is lowered by Citizens Energy Group. Also, it's understood and agreed that lessee shall not be entitled to a refund of the rent in the event the water level of Morse Reservoir is lowered by drought conditions or by any other act of nature.
9. Upon the execution of this lease, lessee acknowledges receipt from lessor of identification tag number ____ and Lessee agrees to affix to the bow of boat. This tag will also be used for free launching of said boat at the Morse Marina docks. NOTE: Lessor reserves the right to remove any boat from the leased dock which does not display the above-referenced identification tag. Any such removal shall be at the boat owner's expense.
10. Lessee acknowledges that Lessor has, and shall have, a lien upon, and Lessee hereby grants to Lessor a security interest in, the boat listed on prior page, her appurtenances and contents and all proceeds thereof as security for any unpaid sums due to Lessor for the use of its facilities and other services, or for any damage or liability to Lessor or other patrons or their guests or property caused in whole or in part by Lessee, Lessee's boat or Lessee's guests or for any indemnity or other obligations owed by Lessee to Lessor. Lessee agrees that Lessor may place upon the Boat, its contents, appurtenances and equipment, additional liens of whatever nature or security interests, for non-payment of dockage, supplies, necessities or other services or goods furnished by Lessor to the Lessee or the boat. Lessee agrees that Lessor may file or record financing statements or other instruments or documents to perfect such liens and security interests. In the event Lessor employs counsel to collect any amounts due under this agreement, to otherwise enforce the terms of this agreement or to foreclose a maritime lien, possessory lien or other statutory lien or security interest, Lessee agrees to pay to Lessor all costs of collection or enforcement, including reasonable attorney's fees and expenses and cost of any legal action or other proceeding, whether or not suit is brought.
11. In the event of a breach of this agreement or violation of Lessor's Rules and Policies by Lessee, Lessor may at its option terminate this agreement immediately, and upon termination Lessor may remove the Boat from its facilities at Lessee's expense and risk and take such other actions as it deems appropriate to protect its interest, including enforcement of its liens and security interests and sale of the Boat pursuant thereto. The obligations of Lessee under this agreement shall survive any such termination. In the event any portion of the agreement shall be deemed to be in violation of any law of the United States or State of Indiana, said portion, and said portion only, shall be deemed null and void, and the balance of this agreement shall be interpreted in accordance with the laws of the State of Indiana and the United States.

IN WITNESS WHEREOF, the parties here to have entered into this lease the day and year first written above.

Lessor

Morse Lake Marina
The Marina Limited Partnership

Lessee

(printed)