



MORSE LAKE MARINA

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

January 8, 2024

Dear Dock Customer:

It is hard to believe, but preparation for the 2024 boating season begins now. Current slip holders: **It is very important that you renew by March 15, 2024 to retain 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, the earlier you renew, the better the chance of getting your request. New dock customers: You will be placed on a wait list until March 15. 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 returning customers only, payments may be mailed by providing credit card information below or enclosing a check, or they can be emailed to morsemarina@marinalp.com. Remaining balances are due June 1, 2024. **Failure to pay in full by the June 1 deadline will result in forfeiture of the slip.** A \$250.00 fee will be retained for all slip cancellations.

Note to lift customers: It is your responsibility to provide accurate weight (including towers) 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.

New in 2024 – Proof of watercraft insurance may be emailed to morsemarina@marinalp.com.

HAVE A GREAT SUMMER! - Scott Durfey, Marina Manager

2024 DOCK PRICES FOR MORSE LAKE MARINA

<u>Dock</u>	<u>Price</u>	<u>Amount Due</u>
Half-Double Well	\$2,040.00	\$ _____
Single Well (20ft.)	\$2,500.00	\$ _____
Single Well (24ft.)	\$2,650.00	\$ _____
Covered Single Well (20ft.)	\$3,665.00	\$ _____
Covered Single Well (24ft.)	\$3,815.00	\$ _____
Slip with Boat Lift (20ft.)	\$4,315.00	\$ _____
Slip with Boat Lift (24ft.)	\$4,550.00	\$ _____
Covered Slip w/ Lift (20ft.)	\$5,545.00	\$ _____
Covered Slip w/ Lift (24ft.)	\$5,720.00	\$ _____
Vinyl Cover System w/ Lift	\$5,935.00	\$ _____
PWC Lift (sports port)	\$1,190.00	\$ _____
Trailer Storage	\$ 425.00	\$ _____
Total Due:		\$ _____
Storage Discount:		\$ _____
50% Deposit (Min. of 50% Required):		\$ _____
Balance Owed By June 1:		\$ _____

Check here if you are a Winter Storage customer

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
2024 BOAT DOCK LEASE

THIS AGREEMENT, made this _____ day of _____, 2024, 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 a Boat Dock at The Morse Lake Marina, located on Morse Reservoir, Hamilton County, Indiana, for a term beginning on March 15, 2024 and ending on November 15, 2024, 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, 2024, 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 sightly 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.
8. **INSURANCE:** Lessor does not carry insurance on Lessee's boat or Lessee's property and is not an insurer of same. Lessee shall maintain property damage and public liability insurance on its boat and contents and shall provide evidence of such insurance by supplying Lessor with a current Certificate of Insurance and/or a photocopy of the cover sheet of Lessee's policy then in effect whenever requested by Lessor from time to time. Copy of insurance documentation is required prior to Lessee's boat storage at the Marina. Lessor shall have no obligation to verify that Lessee has or maintains such insurance coverage. Lessee is required to notify Marina if insurance coverage has lapsed. Lessee hereby knowingly, irrevocably and expressly waives any and all right to assign and/or subrogate claims that Lessee may have against Lessor. Lessee is also responsible to obtain the insurance Lessor's waiver of the insurance Lessor's rights to subrogate against the Lessor.

Insurance Requirements are as follows:



- Lessee agrees to maintain Watercraft Liability in the amount of \$500,000.
- Lessee agrees to name The Marina Limited Partnership dba Morse Marina as additional insured in terms of Watercraft Liability Coverage.
- Certificate furnished to Lessor prior to boat storage begins and prior to each renewal.
- Lessee agrees to notify Lessor of any cancellation or lapse in coverage immediately and no more than 24 hours from cancellation or lapse.

9. By execution of this lease, lessee acknowledges that Citizens Energy Group owns the water in Morse 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 is 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.
10. Upon the execution of this lease, lessee acknowledges receipt from lessor of identification tag and Lessee agrees to affix to the bow of boat. This tag will also be used for unlimited free launching of said boat at the Olio Road Launch Ramp. 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 Lessee's expense.
11. 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 suit is brought.
12. 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. If Lessor is required to enforce any obligation or responsibility against Lessee under this Lease, and if Lessor prevails, they shall be entitled to collect reasonable attorney's fees.

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

Lessor
Morse Lake Marina
The Marina Limited Partnership

Lessee

Date: _____