



THE MARINA CHERRY CREEK Slip & Mooring Use Agreement

Mail - 4950 S. Yosemite St., Suite F2-328 • Greenwood Village, CO 80111-1350

Complete and Email to: info@TheMarinaAtCherryCreek.com

PARTIES TO AGREEMENT The parties to this Use Agreement (the Agreement”) are Vencore Marine Group, LLC, operating The Marina at Cherry Creek State Park, and the undersigned owner of the Vessel identified herein (the “User”).

USER IDENTIFICATION

Name _____ Email Address _____
Mailing Address _____
City _____ State _____ Zip Code _____
Telephone: Cell _____ Home/Work _____

VESSEL IDENTIFICATION

 Description of User’s Vessel, which is to be placed in the Marina Slip

Vessel Name _____ Manufacturer _____
Model _____ Length (Overall) _____ Registration# _____
State of Registration _____ Beam Draft _____ Sail Power Hull ID# # _____

ITEM FEES

Slip/Space # Requested _____	\$ _____
Dock Box <input type="checkbox"/> Yes <input type="checkbox"/> No {\$150.00}	\$ _____
Electric <input type="checkbox"/> Yes <input type="checkbox"/> No (\$50.00)	\$ _____
Summer Trailer Storage {\$200.00}	\$ _____
Winter Trailer Storage {\$349.00 on site must be shrink wrapped -\$399 off site}	\$ _____
TOTAL DUE	\$ _____

(FEES ARE PRICED FOR CASH or CHECK– Credit Cards require additional 1.99% service charge)

Trailer Make _____ License# _____

Condition of trailer as determined by Marina: _____

(Tires full/tread wear/previous damage, hitch working condition, NO LOCKS, etc.)

In consideration of the fees above, VENCORE and USER hereby agree as follows:

1. PERMISSION TO MOOR VESSEL. By terms of this Use Agreement, User shall be allowed to dock/moor/store (summer/winter)/park the above described Vessel (the "Vessel") located at the Marina. User agrees that Vencore shall designate the location of the slip within the Marina and may in its sole discretion relocate the slip used hereunder without prior notice to the User, provided such relocation does not result in an increase in the use price charged for the slip.

2. AGREEMENT DURATION. This Use Agreement commences upon acceptance by Vencore and submission of the above Fees, and terminates on October 31st each year, unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual mooring season beginning and ending on dates other than the stated term of this Use Agreement. No fee adjustments will be made for these conditions.

3. CREATION OF A MARITIME LIEN. User hereby appoints Vencore (acting through employees, agents or representatives) to procure necessities for the Vessel and that all sums due the Vencore from the User pursuant to the Agreement or all sums due, advanced or incurred by Vencore in connection with any repairs, storage, lift usage, supplies, towage or the use of dock facilities afforded to User and/or the Vessel shall constitute a Maritime Lien against the User's Vessel and the trailer in favor of Vencore. Said Lien may be enforced by the Vencore according to the laws of the State of Colorado and the United States of America.

4. AGREEMENT NOT TRANSFERABLE. This Use Agreement is not transferable, without Vencore's prior written consent, either to another person or for any vessel other than the Vessel specifically described herein.

5. ACCESS AND VENCORE'S RIGHT TO USE. User shall recognize that access to the Marina may be limited on occasion by capacity factors beyond the Vencore's control as dictated by the Colorado Division of Parks and Wildlife, and/or the US Army Corp of Engineers. Vencore does not guarantee access by terms of this Use Agreement, either implied or stated.

6. TERMINATION BY USER. Should User terminate this Use Agreement, User shall receive a refund only if and when the Vencore finds a suitable replacement user. The refund shall be reduced by a service charge equal to 10% of the total agreement amount and shall be proportional to the months remaining in this Use Agreement after assumption by the replacement user.

7. TERMINATION BY VENCORE. If at any time it is considered by the Vencore to be in the best interest of The Marina at Cherry Creek or its users, Vencore reserves the right, after two (2) days' notice, to terminate this Use Agreement. Vencore shall reimburse User for the unused portion of the Use Agreement by the formula: Amount paid x Months Remaining in Use/Total Number of Months Paid. **Vencore reserves the right to unilaterally terminate this Use Agreement if User, its family members or guests are disruptive to the other Marina users or at its sole discretion elects to exercise this.**

8. VESSEL IS INSURED. User warrants that the Vessel is insured for liability of at least \$300,000; \$500,000 if vessel is valued at over \$75,000. User agrees that User will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the Marina or to the Marina and storage structures, equipment or facilities. User agrees to name Vencore Marine Group, LLC, and the State of Colorado as an additional insureds, and to maintain an updated copy of the User's policy at all times in the Marina Office. **A copy of the Certificate of Insurance must be on file with the Marina Office BEFORE the Vessel may be put into a slip – failure to provide insurance will result in forfeiture of slip fees.**

9. INDEMNIFICATION. User agrees to defend, indemnify and hold harmless Vencore, its owners, manager, agents and assigns for any and all claims, damages, losses, demands, causes of actions of liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by User (including User's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by User.

10. VESSEL IS IN GOOD CONDITION. This Use Agreement is contingent upon examination and approval by the Vencore of the Vessel. Vessels not in good condition will not be admitted to the Marina. Failure to maintain the Vessel in good condition shall be cause for termination of this Use Agreement. The condition of the Vessel shall be appraised and determined by the Marina, in its sole discretion using the standard set by the US Coast Guard Auxiliary and Colorado Boating Regulations. All decisions of condition and maintenance of good condition made by the Marina shall be final and binding on the parties.

11. VENCORE NOT LIABLE FOR DAMAGE, FIRE, THEFT, ETC. Vencore will take all reasonable precautions to protect the safety and property of User. However, Vencore assumes no responsibility for the safety of any vessel moored, anchored or stored in the Marina. Vencore will not be liable for fire, theft, vandalism, and/or damage of any type to User's Vessel, equipment, appurtenances, engines, dinghies, or property of any type, however arising; it being the parties understanding that USER SHALL MOOR, ANCHOR AND/OR STORE THE VESSEL AT USER'S OWN RISK. Vencore DOES NOT insure against fire, theft, vandalism, damage of any type, or other loss or casualty to User's Vessel, equipment, appurtenances, engines (including outboard engines), dinghies, and property of any type, including trailers and cradles.

12. CREATION OF SECURITY INTEREST AND LIEN. As further consideration of the Use Agreement, User hereby grants to Vencore a security interest and a lien on the Vessel for all sums due from the User for slip rental, provisions, labor, storage, maintenance and fuel. The lien granted herein may be enforced by the Vencore in accordance with the laws of the State of Colorado. To evidence and perfect Vencore's security interest, this Use Agreement shall be considered a security agreement.

13. NO WARRANTIES. User shall rent the slip from Vencore in its "as is" condition. Vencore specifically disclaims all warranties including but not limited to those of merchantability of fitness for a particular use.

15. SUNKEN VESSEL. In the event that User's Vessel sinks in its slip or within the Marina, User will commence salvage activities within 24 hours of notice by the Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Vencore the right to salvage the Vessel and User shall reimburse Vencore for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

16. EMERGENCY SALVAGE ATTEMPT. In the event that User's Vessel is observed to be sinking or on fire while moored in the Marina, User grants to Vencore without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Vencore deems appropriate and User shall reimburse Vencore for all expenses incurred in the salvaging of the Vessel. Vencore shall not claim salvage rights on any action, which might be so taken.

17. REMOVAL OF VESSEL UPON TERMINATION, ABANDONMENT. Upon termination of this Use Agreement for any reason, User shall remove the Vessel from the Marina within two (2) days of notice of termination. Failure to remove the Vessel shall be considered to be abandonment of the Vessel to Vencore, in which case Vencore may dispose of the Vessel as Vencore sees fit.

17. HOLD OVER. Should User fail to remove the Vessel upon termination of the Use Agreement, Vencore may, at Vencore's sole discretion, treat the User as a hold-over user rather than an abandoned Vessel, in which case User shall pay daily use fees at twice the Marina's published daily rate for each day the Vessel remains at the Marina.

18. RENEWAL OF LEASE NOT GUARANTEED. This Agreement DOES NOT automatically renew. A prior use agreement shall not give User an automatic right to renew or renewal priority over another applicant for a slip. A new Use Agreement shall require application, acceptance of the application, signing a new Use Agreement, and payment in advance of the required use fee. **Vencore may refuse to lease a slip to any user applicant in the sole discretion of Vencore.**

19. RULES AND REGULATION. The attached Rules and Regulations of The Marina are made a part of this Use Agreement. Failure by User to observe these rules shall give Vencore the right to terminate this Use Agreement on two (2) days' notice, or to refuse to renew this Use Agreement. The Rules and Regulations are subject to change without notice. Vencore has the right to move, or remove the Vessel and charge any necessary fees or fines in accordance with a breach of the Rules and Regulations.

20. SLIP VACANCY. All Fees are due by March 1 each year. In the event the full amount of Fees due are not paid by March 31, this Use Agreement shall terminate, and any deposits paid will be nonrefundable. Slip holder shall communicate with Marina Manager if slip is to be vacant for an extended period of time.

The undersigned owner(s) of the Vessel, and User under this Agreement hereby certifies that they have read and agree to abide by the above terms and the attached Rules and Regulations of The Marina at Cherry Creek.

Use Agreement Accepted

User: _____ Date: _____

User: _____ Date: _____

Please note that a certificate of insurance listing Vencore Marine Group, LLC as additional insured must be received by Vencore prior to launching your Vessel.

THE MARINA AT CHERRY CREEK RULES & REGULATIONS

1. The User agrees to exercise due care in the use of the premises used under this Use Agreement and to exercise due care in the operation of any vessel in the Marina area. Vencore recommends inspection of vessels by the US Coast Guard Auxiliary.
2. To be admitted to Marina and to continue to be moored at this Marina, a vessel must be registered, have registration identified, marked, and with safety equipment as mandated by Colorado Parks & Wildlife 2015 Colorado Boating Statutes and Regulations, equipped and maintained as required by law, shall at all times be capable of moving from its slip under its own power, and shall at all times present a clean, well-maintained appearance. Vencore shall have the right to inspect the vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips in a manner acceptable to the Vencore. After notice, Vencore will properly secure the Vessel for the User, without liability, and will charge the User for the labor and materials for this work.
4. Users will provide Vencore with keys or lock combinations for the main hatches and engine hatches of their Vessels. Vencore will store said keys in locked cabinets accessible only to responsible Marina personnel. Vencore will give the keys to no persons other than the User or to the Marina personnel only upon specific prior authorization by the User.
5. In the event of heavy storm, the Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. User agrees to pay for these services as billed. However, Vencore does not assume responsibility for said protection or for any damages to User's Vessel.
6. Users are welcome to perform service work on their own vessels provided however:
 - a. That the work is actually performed by the owner, members of his family, or friends who are not working for pay. Please see item 7 below.
 - b. That the Vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving exterior part of the vessel.
 - c. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the Marina. Tenants should note that serious damage to other vessels has been caused by accidental spills. In the event of an accident spill, the offending parties will be held completely responsible for repair of these damages.
 - d. That the repairs or service shall not involve prolonged or high speed operation of a vessel's engines.
 - e. The Marina prohibits unattended open containers of paints and other maintenance supplies on docks.
7. **No "outside" contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Marina until they have:**
 - a. Provided written authorization from the owner to enter the vessel and to perform the indicated work.
 - b. Obtained permission from the Marina Manager to perform such work. Scheduled and paid for use of a designated work slip.
 - c. A r r a n g e d with the Marina to have the vessel moved to the designated work slip.
 - d. All contractors are required to submit proof of liability insurance.
 - e. Contractor personnel violating this rule will be prosecuted as ~~trespassers~~

8. Advertising or soliciting shall not be conducted in the Marina.
9. The Marina reserves the right to place other vessels in a User's slip, and to charge therefore, when the slip is not being used by the User.
10. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond, or tidal waters. The Marina supports these regulations and will provide assistance to the enforcement agencies to assure compliance within the Marina. Tenants, User's family and guests will cooperate by using the Marina's shore side toilets and placing all garbage and refuse in the receptacles provided by the Marina.
11. Dumping of portable toilets into our shore side toilets can cause failure of our sewer system. Please dump portable toilets into receptacles specifically provided and marked for this purpose.
12. Users shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not in use. Vencore may confiscate hoses and electric cords which are not stored.
13. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazard or nuisance to the Marina or to the other users. In addition to the good housekeeping practices listed above, this rule specifically includes the following:
 - a. Swimming, diving or fishing from the Marina piers is not permitted.
 - b. No charcoal or open fires will be allowed on the Marina premises except in designated picnic areas.
 - c. Dogs will be kept on a leash at all times. Owners are expected to clean up after their pets promptly.
 - d. Children shall not be unsupervised at any time on the Marina grounds.
14. All boats wishing to utilize the Marina's shore power system must meet the American Boat and Yacht Council's Standards for Electrical Systems. The Marina reserves the right to inspect boats for adherence to these standards, and to refuse service to any boat not so equipped.
15. The Marina Manager may limit overnight camping if Marina or Lake conditions, in the sole discretion of the Marina Manager, so warrant.
16. All inboard and stern drive boats shall have oil absorbent materials located in bilge area.
17. Quiet hours shall be in effect from 10:00 p.m. until 8:00 a.m. daily in the marina. After 7:00 p.m. the outer security gate will be locked and only slip holders are allowed entrance. Please do not let anyone in that you do not know!
18. Fishing from the docks is not allowed.
19. Dogs must be on a leash at all times.
20. State law allows only 3.2% alcohol in the park. The only exception is in a properly licensed area.

21. No drilling or cutting of the docks' steel or wood is allowed. All fenders and lines must be properly tied in a nautical fashion. Please see the Marina Manager for assistance in proper technique. If your boat is not tied or fendered properly, we will tie it for you and a charge will be applied to your account. Please help us help you!

THESE RULES & REGULATIONS MAY BE UPDATED FROM TIME TO TIME.
THE LATEST VERSION WILL BE ON THE WEBSITE: www.themarinaatcherrycreek.com.